NORTH CENTRAL REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

April 5, 2013
9:00 AM- 1:00 PM
Jim West Regional Transit Center
Board Room

CALL TO ORDER:

1. PLEDGE OF ALLEGIANCE
2. MOMENT OF SILENCE
3. ROLL CALL
4. INTRODUCTIONS
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES – March 1, 2013
7. PUBLIC COMMENTS

PRESENTATION ITEMS:

A. **Presentation and Discussion of Annual Board Attendance Report**
Sponsor: Anthony J. Mortillaro, Executive Director. *Attachment*

B. **Presentation and Discussion of Marketing Efforts and Strategic Plan**
Sponsor: Anthony J. Mortillaro, Executive Director and Jim Nagle, Public Information Officer. *Attachment*

ACTION ITEMS FOR APPROVAL/ DISCUSSION:

C. **Discussion and Consideration of Adoption of Resolution 2013-05 Amending the Personnel Rules and Regulations**
Sponsor: Anthony J. Mortillaro, Executive Director. *Attachment*

D. **Discussion and Possible Ratification of Collective Bargaining Agreement between NCRTD and Teamsters Local No. 492**
Sponsor: Anthony J. Mortillaro, Executive Director. *Attachment*

E. **Discussion and Consideration of Adoption of Resolution 2013-06 Adjusting the FY13 Capital Budget**
Sponsor: Anthony J. Mortillaro, Executive Director and Glenda Aragon, Finance Manager. *Attachment*

F. **Discussion and Direction in Respect to Preparing Electronic (paperless) Agendas Only**
Sponsor: Anthony J. Mortillaro, Executive Director.

DISCUSSION ITEMS:

G. **Financial Report for March 2013:**
Sponsor: Anthony J. Mortillaro, NCRTD Executive Director and Glenda Aragon, Finance Manager. *Attachment*

H. **Finance Subcommittee Report:**
Sponsor: Chair Tim Vigil and Anthony J. Mortillaro, NCRTD Executive Director. *Attachment: minutes of January 25, 2013.*

I. **Tribal Subcommittee Report:**
Sponsor: Chair Mary Lou Valerio and Anthony J. Mortillaro, NCRTD Executive Director. *Attachment: None.*

J. **Executive Report for April 2013 and Comments from the Executive Director:**

1) **Executive Report**
2) **Performance Measurers**
3) **Ridership Report for March 2013**
4) **Legislative Update**

Sponsor: Anthony J. Mortillaro, NCRTD Executive Director. *Attachments*

MATTERS FROM THE BOARD

MISCELLANEOUS

ADJOURN

NEXT BOARD MEETING: May 3, 2013 at 9:00 a.m.

If you are an individual with a disability who is in need of a reader, amplifier, qualified Sign Language interpreter or any other form of auxiliary aid or service to attend or participate in the hearing of the meeting, please contact the NCRTD Executive Assistant at 505-629-4702 at least one week prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.

North Central Regional Transit District
Board Meeting
Friday, March 1, 2013
9:00 a.m. - 1:00 p.m.

CALL TO ORDER:

A regular meeting of the North Central Regional Transit District Board was called to order on the above date by Commissioner Daniel Barrone, Chair, at 10:00 a.m. at the Jim West Transit Center, 1327 Riverside Drive, Española, New Mexico.

[At 9:00 there were three members present. At 9:15 there were five members present. At 9:20 there were six members present. The seventh member arrived at 10:08]

1. **Pledge of Allegiance**

2. **Moment of Silence**

3. **Roll Call**

Roll call indicated the presence of a quorum as follows:

Members	**Elected Members**	**Alternate Designees**
Los Alamos County		*Mr. Philo Shelton III*
Rio Arriba County		
Taos County	*Commissioner Daniel Barrone*	
Santa Fé County	*Commissioner Robert Anaya*	
Nambé Pueblo	*Lt. Gov. Gary Talachy*	*Mr. Lonnie Velarde*
Pojoaque Pueblo		

Ohkay Owingeh		
San Ildefonso Pueblo		
Santa Clara Pueblo		*Ms. Mary Lou Valério*
Tesuque Pueblo		
City of Santa Fé	*Councilor Patti Bushee*	*Mr. Jon Bulthuis*
City of Española		*Councilor Peggy Martinez*
Town of Edgewood	*Councilor Chuck Ring*	
Rio Metro (ex officio)		

Staff Members Present
Mr. Anthony J. Mortillaro, Executive Director
Ms. Glenda Aragon, Financial Manager
Mr. Mike Kelly, Transit Operations Manager
Mr. Jim Nagle, Public Information Officer
Ms. Stacey McGuire, Projects and Grants Specialist
Ms. Dalene Lucero, Executive Assistant

Others Present
Mr. Peter Dwyer, Legal Counsel
Mr. Carl Boaz, Stenographer
Mr. Lonnie Velarde, Nambé Pueblo
Mr. Greg White, NMDOT
Mr. David Harris, NMDOT
Mr. Andrew Martínez, Rio Arriba County
Mr. Craig Barela, Santa Fé County
Ms. Judy Amer, City of Santa Fé [telephonically]

4. INTRODUCTIONS

All present introduced themselves to the Board.

5. APPROVAL OF AGENDA

Chair Barrone recommended switching agenda items D and E to keep action items first.

Commissioner Anaya moved to approve the agenda as amended with item E to be heard before item D. Councilor Martínez seconded the motion and it passed by unanimous voice vote.

6. APPROVAL OF MINUTES

- **Minutes of Regular Meeting on February 1, 2013**

Commissioner Anaya moved to approve the minutes of February 1, 2013 as presented. Councilor Ring seconded the motion and it passed by roll call vote with Town of Edgewood, Los Alamos County, Santa Clara Pueblo, City of Santa Fé, Santa Fé County and Taos County voting in favor, City of Española abstaining and no one voting against.

7. PUBLIC COMMENTS

There were no public comments.

PRESENTATION ITEMS - None

ACTION ITEMS FOR APPROVAL/DISCUSSION:

A. Public Hearing and Consideration of Resolution No. 2013-03 Adding the Nambé Pueblo as a Member of the NCRTD Board

Mr. Mortillaro said at the December 2011 Board meeting, the Board directed him to send invitations out to all entities that were eligible to join the Board. As a result, Edgewood and Nambé expressed interest in joining. The Board approved the Town of Edgewood members. Nambé Pueblo went through their process with a resolution to request membership. He included on page 25 how the voting strength analysis would result if their membership application was approved. Their population would be subtracted from the Santa Fé County population and that would take no votes away from any other member. It would change the percentages but not affect the number of votes the other members have presently.

Councilor Bushee reflected that the Santa Fé City Council at their meeting last Wednesday chose not to sign on to the intergovernmental contract (IGC) related to the addition of Edgewood as a member.

Mr. Mortillaro described the agreement. The IGC was sent to all members when the voting strength for Española increased because the census showed they gained population and Edgewood was added as a new member with one vote.

Councilor Bushee read into the record the resolution that she introduced to the Governing Body that she believed reflected their thinking. It was a resolution authorizing the City Council's delegate to the NCRTD to introduce an amendment to the NCRTD charter to allow new members only as non-voting members. The concern she explained was that as new members come on board it dilutes their voting strength. The City has 5 votes and no opportunity to increase that amount. She understood that the NCRTD "tinkered" with the population aspect but the City has no possibility, unlike the County to add new voting members. So there was a concern and the approval of the resolution was unanimous. So she was just trying to reflect her Governing Body's concerns and this is how they would like to see additional members come onto this board.

Mr. Dwyer said he had talked with Judy Amer who contacted him after the Finance Committee meeting and he also met with Geno Zamora, the Santa Fé City Attorney.

Ms. Judy Amer called in on the bridge at this time.

Mr. Dwyer thanked Ms. Amer for calling him. He had spoken with her and sent her information and talked with Ms. Amer and Mr. Zamora on Monday. He had concerns because the IGC had to be executed to be part of the organization. There were others who hadn't signed it. When Taos County had been on the fence they were not allowed to be part of the executive session and also when Santa Fé County considered withdrawing. NCRTD did not consider them being a full member at that time when they were uncertain whether they were in or out.

The City of Santa Fé has declined to continue being a member by choosing not to sign the IGC. The record should show that at the September 2012 meeting the City of Santa Fé voted to have the Town of Edgewood be a member with vote and the vote on that motion was unanimous. They have met their requirements and the action of City of Santa Fé now has basically repudiated their membership by saying they did not want to be a party to this anymore. He hoped the Chair could meet with their representatives to work this out and keep them as members of the NCRTD.

He was also worried about having a quorum and what the voting requirements were for today because the City of Santa Fé has said they don't want to execute the IGC. They could not veto the majority vote of this Board or to revisit the meeting from September and recast their vote from September. The City of Santa Fé did previously vote for this IGC at that meeting. He wasn't sure how to reconcile those two actions - their prior decision was yes, that Edgewood was a member, and now it is that they won't approve adopting the document that reflects that membership.

Ms. Amer understood what Mr. Dwyer was saying. The City, when they voted not to sign the IGC they did not intend at all to not be a member of the NCRTD and no one advised them of those implications.

Mr. Dwyer said he went through the IGC and the bylaws and the statutes. It requires that the adoption of the IGC must have a 2/3 vote to execute the agreement and that has not happened.

Ms. Amer felt the City should be given the opportunity to reconsider their action. No one ever phrased it to the council in those terms. Maybe they were not doing it in the right way but they were trying to express their point that they did not like the idea of adding more voting members.

Mr. Dwyer clarified there was a way to address that by addressing the full Board with a proposal to change the IGC. He had sent a red line copy of the 2010 proposed amendment to the IGC which would essentially have done that kind of thing. It would have put in very stringent requirements for additional members and it was soundly rejected. At another former Board meeting the City of Española, Robert Seeds in his rejection of that idea said he stood strongly on the principle that the NCRTD should not only allow anyone within the District to join but should send out solicitations for people to join which the Board then did. So the actions of this Board have not been in accord with the Santa Fé City resolution and the staff has followed the majority will. The Board was following the statutes which required a 2/3 majority in order for new members to be added and also following the IGC and bylaws in saying that all the members have to execute these IGC's after the vote has been taken.

Perhaps the City didn't realize the impact of passing their resolution and Chair Barrone would be happy to meet with the City about this and try to get it worked out because he believed there was never any indication that the Board for the City of Santa Fé did not want to be an active member.

But it presented a problem today for Mr. Dwyer. The Board either had a quorum or they didn't. He did not want a year to go by and someone come back to say those votes today were null and void because the City of Santa Fé wasn't officially a member because of their refusing to sign the IGC.

Ms. Amer noted there were several others who had not signed the IGC amendment and might sign it a year from now. But she felt a lot of things Mr. Dwyer was saying could be true for them - especially if at the next council meeting they revisit the issue and decide to make their point another way after signing the amendment. And for today, if Councilor Bushee says she was willing to bring it back before the Council, the City of Santa Fé could continue to vote on motions at this meeting.

Mr. Dwyer countered that had not been the precedent in the past. When Taos County took the same position they were not allowed that opportunity nor was Santa Fé

County and it wouldn't be fair to treat the City of Santa Fé differently. It seemed to be hard for Santa Fé County and City of Santa Fé to realize this is a regional body and the city and county are members who cast their votes along with everyone else. For the representative to go back and tell their body how to vote was not the way it worked. And the problem has to be worked out. It would be unfair to Taos to allow Santa Fé City to remain a member when they have taken this action. And it would be unfair to not allow Edgewood to vote today because Santa Fé had not signed the amended IGC.

Councilor Bushee said that wasn't what the Council was doing.

Mr. Dwyer countered that the only thing in the amendment was adding Edgewood as a member. That was the only change. Edgewood has been a good member. They went through the process and have been participating.

Councilor Bushee argued that there was no belligerence here. But that was what she felt coming from Mr. Dwyer. Her governing body felt adding Nambé as a voting member diluted the City of Santa Fé's vote. She was not here for that vote (on Edgewood) but she was bringing notice from their governing body back to the Board. She said Mr. Dwyer was given that notice by Ms. Amer and he didn't sit down and have a chat with her.

Mr. Dwyer said he talked with her twice.

Councilor Bushee said the discussion took place this last Wednesday. Her point was that if there was no limit to the number who could join the Board with a vote, the Council had a great concern that their vote would be diluted. This was an ever evolving body with new members coming and going and often there was no quorum. She understood the NCRTD procedural interest in trying to grow this body but it was a concern to her governing body right now that it would dilute their vote. But there was no intention on their part to say they didn't want to participate. They hoped there would be a consideration for having new members not having voting powers. She had to represent her Council's position here.

Mr. Dwyer said it was not a decision for the City of Santa Fé. The decisions were made at these meetings by this body. So the Council of the City of Santa Fé had no business trying to amend the IGC at a City Council meeting where the other Board members were not present.

Councilor Bushee clarified that there was no attempt to amend the IGC. There was a resolution moving through the City Council expressing their opinion through their representative. She reminded him that she didn't try to put anything on this agenda to amend anything.

Mr. Dwyer said that was what she should do - present it to this body. The Staff had presented similar alternatives but the votes had not been there for them.

Councilor Bushee said perhaps they needed to revisit that. Mr. Dwyer agreed.

Councilor Bushee said today she would just express her vote.

Commissioner Anaya said he had a lot to say but start with Commissioner Mayfield. He talked with Commissioner Mayfield by phone and expressed to Nambé Pueblo and this Board that both he and Commissioner Mayfield were the ones who pressed this issue on the logistical process for adding a new member and we had extensive discussions in several meetings and encouraged Mr. Mortillaro to pull the minutes of those meetings as a basis for all of us to revisit those discussions.

From Commissioner Mayfield's perspective and his own, Commissioner Anaya said they supported adding Edgewood and Nambé and any other entity that was eligible to come onto this Board. He wanted to convey that to Nambé and the Board.

Prior to the inclusion of Edgewood, the Governor of Nambé said at that time he was not interested in sitting on the board at that time and requested a route stop at Nambé which the Board addressed and determined it made sense to serve the pueblo. Every entity in the region was sent that letter of invitation. He had articulated the Edgewood request to the Board of County Commissioners and they were happy to see the Town of Edgewood sitting at the table.

He dared not speak for anyone else and respected Councilor Bushee having this discussion with the Council and the Council reflecting their dissatisfaction. That was her prerogative as an elected City Councilor. He differed with their perspective that another voting member diluted voting capacity. His opinion as Santa Fé County representative was that it was not a dilution but actually an enhancement of voting.

He didn't think the intention was to maliciously or in a begrudging way remove themselves from membership. But he stood in full support of extending the invitation to any entity and if the Board so chooses, that it comes down to who was sitting at the table at time of the vote and their perspective and will at that time.

He would defend their right to join the Board for the region. Every member was entitled to their perspective.

Ms. Amer said she looked at the statute and the IGC that specifically said the only way to withdraw as a member was per statute 73.25.17 which specifically stated that a governmental unit that was a member of the District may withdraw from the District by adopting a resolution to withdraw. The governmental unit shall withdraw from the Board and the provisions of the withdrawal shall be negotiated by the governmental unit, the Board and the Commission. So she didn't think you could say the Council had passed a resolution to withdraw so they haven't withdrawn.

Mr. Dwyer said he had not said they had withdrawn and he was very optimistic. He hoped Councilor Bushee understood he didn't believe there was any animosity by this organization towards the City of Santa Fé. He fully anticipated this would get worked out and Santa Fé would continue to be a member. In the past it had been a struggle to get entities to remain a member; not the other way around. There was no push to kick them out. But it says the entities must approve a new IGC whenever a new member was added whether voting or non-voting. The Board followed the protocol when adding Rio Metro as a non-voting member. There was nothing explicitly said when an entity refuses to sign the contract. He considered them on the fence in that circumstance and felt it would be wise not to count their vote until the matter was resolved. But he did expect the City of Santa Fé would continue to be a member.

Chair Barrone thought the protocol to follow probably was not followed and should have brought the issue to this agenda to either allow members to be accepted with votes or without votes. But he didn't think there was a problem with votes today - just a misunderstanding.

Councilor Ring said in looking back at members coming in, there were about seven who came in with just one vote each and the rest of the members collectively had 25 votes. It would be hard for 7 little votes to impact those 25 votes. Edgewood actually voted down the referendum for Santa Fé County to be a member and then Edgewood voted to be part of the entity with what its weighted vote would allow.

He thanked Commissioner Anaya for supporting Edgewood's membership. He fully supported the membership of Nambé. He thought he understood Santa Fé City's concern but it was more worrisome than it needed to be.

Councilor Bushee clarified that she didn't bring up this issue but it came up at the City Finance Committee which she served on. It got tabled because Jon Bulthuis was not available to discuss it. Councilors that served on the Transportation Advisory Board had followed the issue with that board and had great concerns. She was just expressing the unanimous vote of the Council and didn't intend to try to alter today's agenda or introduce anything new but wanted to explain where her governing body was coming from. She believed in regional efforts and welcomed Nambé Pueblo but she felt the new members had "no skin in the game" by way of tax revenues. She spoke with the previous Santa Fé County representative, Commissioner Holian, who had a little different view. She was just reflecting the concern from the City that that they had enormous skin in the game as far as resources and revenue were concerned. If NCRTD continued to add new members to grow the quorum capacity, certainly they amplify Santa Fé County's presence but they are not contributing in terms of revenue and that was where the City's concern because they had no ability to add new membership. She said the Council thought it was a pro forma thing and didn't know those implications.

Commissioner Anaya said one of the primary reasons Edgewood was sitting at the

table was that there was a financial production of tax base that comes directly to this body that was generated within Edgewood. Relative to financial production, he could see a day within the next 10-15 years when the Town of Edgewood might become the largest city in Santa Fé County. He agreed to forward the actual tax base within the Town of Edgewood so that the whole Board could have the benefit of those numbers. So they do have skin in the game. There was absolutely a tax base there that was directly correlated to the businesses that come to this body-

Councilor Bushee agreed and it fell under Santa Fé County and the population of Santa Fé County as she guessed revenue that came from the actual residents of the City of Santa Fé and that would show that the City of Santa Fé had the biggest number.

Mr. Dwyer said the statute defined what could be a member and allowed tribes, pueblos, municipalities and counties to be members and the referendum was of counties because the tax base was all subsumed under the counties. He understood Councilor Bushee's concern regarding the weighted votes. Voting strength subtracts population from Santa Fé County for Edgewood's vote and for Nambé's vote. But the RTD was not just counties and he didn't support going back to that. Concerns should be raised here at the Board. It was more helpful to hear directly from the representative here at the board meeting because otherwise other Board members were excluded.

Commissioner Anaya responded that any entity represented at the table had a right to do what they wanted to do. He agreed it was best to have the discussion around this table but to suggest the member entity wouldn't have discussion on an issue within itself or to make resolutions was ludicrous. They always have the autonomy to have those discussions and independent decisions. What the Chair said was correct. There was a protocol. The opinion was an opinion. The members had an obligation that they needed to sign the document and if not then there was conflict. He thought the process followed with Edgewood was legal and binding and now the Board would soon have a chance to vote on another member.

Councilor Bushee clarified this was raised by the IGC going to Council for signature. She didn't come here to try to change any of the procedures but just to reflect the will of the Council so she would likely have to vote against the new membership. She didn't know how else to address it. The City of Santa Fé was going to debate what they would debate.

Chair Barrone said if the Santa Fé Council wanted to bring something to the Board the Board could consider it.

Mr. Velarde said Nambé had a tremendous stake in the game in how entities got their 5310 federal funding. Nambé was a member of the Northern Pueblos Regional Planning Organization and they voted on how the RTD gets its funding. It would benefit the Nambé community their people tremendously.

Lt. Governor Talachy said in listening to the discussion he wondered if the City of Santa Fé didn't have a vote now.

Chair Barrone declared they did have a vote because the resolution was not an intent to not be part of the organization but because of a misunderstanding.

Mr. Shelton asked how many invitations were still outstanding.

Mr. Mortillaro said the list included the Town of Taos, Taos Pueblo, Village of Questa, Town of Red River, Jicarilla Apache Tribe, Picuris Pueblo and Town of Chama. So there were seven and they were small.

PUBLIC HEARING

There were no public comments and Chair Barrone closed the public hearing.

Commissioner Anaya said, based on the comments of Commissioner Mayfield and in the interest of inclusion, he moved to approve the membership of Nambé Pueblo to the NCRTD Board. Councilor Martínez seconded the motion which passed by roll call vote with Town of Edgewood, City of Española, Los Alamos County, Santa Clara Pueblo, Santa Fé County and Taos County voting in favor and City of Santa Fé voting against.

The tally of weighted voting units yielded 17 in favor and 5 against which exceed the 2/3 majority needed.

Chair Barrone welcomed the Pueblo of Nambé to membership and Lt. Governor Talachy to his seat at the Board table. He invited Lt. Governor Talachy to address the Board.

Lt. Governor Talachy said this was his first year of his two-year term. Nambé had 600 enrolled tribal members and 400 residing on the pueblo. They wanted to dedicate themselves to the work of the NCRTD and to be present for all the meetings. Nambé was willing to be a responsible and active member.

B. Review and Adoption of Resolution No. 2013-04 Amending the Financial Policies

Mr. Mortillaro said Resolution 2013-04 amends the existing financial policies. On page 33 it showed the allocations of GRT revenue. The policy was termed the Los Alamos policy and was used to distribute to entities providing regional services. Atomic City and Santa Fé Trails were the regional providers and the amended policy then recognized the Rail Runner would get 50% of GRT collected in Santa Fé County.

The remainder of the GRT revenue coming to NCRTD was for services provided in the counties. The Board utilized this methodology in 2012 and 2013 budgets. It worked well and allowed the existing service plans the Board approved for the City of Santa Fé and Los Alamos County to be funded on an ongoing basis and allowed them to plan for it. It also did the same for the routes provided by the NCRTD.

Page 37 at the bottom showed the new funding formula and on the top of page 38 what would be done if the revenues were not all realized. The District has taken the hit in the past. This amendment presents an across the board reduction if revenues decline.

The NCRTD could use its reserves for District uses only and other entities would have to find other sources to make up the differences. Those were the changes to the policy.

This amendment followed what had been utilized in the past and past discussions. The Long Range Planning Committee included representatives from Los Alamos County and the City of Santa Fé to use this methodology into the future.

Councilor Ring asked for correction of Taos Chili Line to Taos Chile Line.

Councilor Bushee thanked the Board for the figures so they could put their CAFR together. She asked what the reserve policy was.

Mr. Mortillaro said it was on page 41 at the bottom. It was a 25% policy for the reserve fund.

Councilor Bushee thought that was a high reserve.

Mr. Mortillaro said this Board has the right to amend the policy.

Mr. Dwyer clarified that some of the reserves (from Los Alamos) were not subject to change.

Mr. Mortillaro agreed. There was about $700,000 in the reserves from Los Alamos and if used it would have to restored within 180 days. It was a revolving operating reserve account

Councilor Bushee asked if Taos Chile Line was a regional provider.

Mr. Mortillaro said they received no funding from the NCRTD but they interconnected with NCRTD. They could be eligible to be funded. The Board spent a good year defining what regional services were.

Councilor Bushee moved to approve the amendment to the Financial Policies.

Commissioner Anaya noted the policy had changed since he was gone from the Board which had been that the interest of the NCRTD was to roll in the revenue without securing allocations to any particular entity and it would be up to the Board to evaluate needs and then allocate funding. This amendment didn't do that and he asked for an explanation about it.

Mr. Mortillaro said it did lump everything together. The 40% for the District was almost enough to cover all services for Santa Fé County and for Taos County and Rio Arriba County. That was supplemented with federal funding. One of the commitments during the election for GRT was that Santa Fé County would have 86% of revenue after the Rail Runner deduction. Once Santa Fé Trails was deducted out (roughly $967,000), it left 734,000 available for Santa Fé County but actually the District spends $1.2 million for funding the services in Santa Fé County.

Commissioner Anaya asked if Santa Fé County would get 14% but the county has to bill for it with services provided.

Commissioner Anaya noted the intent of the NCRTD when he was on the Board before was that when routes were evaluated that Board would evaluate all routes throughout the district and get away from guarantees for anyone. Once those carve-outs were done, that left the rest of the members battling for the rest of the money after the 44% was taken off the top. There was one route for which he would have to battle with the other counties because these other entities would get their guarantee of 14% and 20%.

The whole purpose of the board was to get away from that guarantee. So he wondered where he missed the boat and why the Board went in that direction when they decided not to do that. He asked if they were going to evaluate all the routes in the whole district, route by route to determine if these were the best route or if there might be other routes that would fit better. The guarantee didn't do that.

Mr. Mortillaro agreed he was correct to some extent and the way this worked was that the City and the County of Santa Fé through their RPA process would submit the routes they wanted to see funded and give a number for collections after Rail runner was subtracted. That happened a couple of times and then last year, the county submitted its own list of priorities including the Golden-Santa Fé Route if funding was available. LA also submitted their plan and the Board could accept it or request modifications.

The evaluation of all routes last year had only one route that was questioned - the route from Las Trampas and staff agreed to modify that.

When he brought that to the Board it could decide if canceled whether the funds could be reallocated and that was a decision to be made in the future. These

percentages were designed to support existing routes in the counties and provide the existing level of funding that Los Alamos County had developed routes for and the same thing for Santa Fé Trails. So their existing routes could stay in place and no guarantee that any future routes would receive funding.

Commissioner Anaya said just because a route existed in a county didn't mean it was the best use of the funds. The whole point was to evaluate the routes for function and connection with regional routes. From a Santa Fé County perspective the tax was approved by Santa Fé County voters and not by the City. If they were going back to all the articulations of data and put the will of the Board around this table on evaluation of the routes effectiveness. He was not comfortable with any guaranteed allocations and did respect the Councilor from Santa Fé and many of these affected his constituents. He also respected what Los Alamos did with their routes and respected their integrity.

Commissioner Anaya offered an amendment to remove those allocations.

Mr. Mortillaro said although the City of Santa Fé and Los Alamos County were required to submit their transit plan to this Board and what they would fund for their allocation, this Board has the right to accept them or not. On page 37 were the criteria for those definitions.

Commissioner Anaya understood but questioned that these two entities were guaranteed their allocation.

Mr. Mortillaro said it was not guaranteed and until the Board approved their service plan those routes didn't get funded.

Commissioner Anaya said this plan guarantees an allocation of dollars to those two entities as a carve-out. And he wanted it all put in to one pot with no carve outs.

Mr. Dwyer agreed with the history on that. Santa Fé Trails and Atomic City wanted assurance for funding.

Commissioner Anaya said Santa Fé County also wanted that agreement.

Mr. Dwyer said there was no agreement in place with any of them. Los Alamos continues to give money with the understanding of it funding for their services. The ultimate authority for all financial transactions was decided by this Board ultimately. The RTD was a separate entity from all member entities. This body would always approve a budget for allocation and not by contract. This was a compromise of some assurance.

Commissioner Anaya thought it was ironic they were having this discussion now. All routes should be considered and evaluated on an ongoing basis. He asked the members to consider an amendment of no allocation but through evaluation by the Board of all routes.

Mr. Mortillaro re-emphasized the first line above the chart that said services had to be approved by this Board. They still had to turn in billings to justify the expenditure of the allocation. The entity would only get what was spent on those routes. And it happens once a year prior to budget.

Councilor Martínez seconded the motion to approve the amendment to the financial policies.

Councilor Bushee said from her understanding, the City was not objecting to a non guarantee and would continue to discuss it here. But the City had to address their CAFR and could not submit a budget to the state without knowing the allocation. It was a projection and times do change. So the Council looked at the reserve requirement. They had to have some formula by which to project a budget and that's what their Finance Director needed. The City expends much more than it gets here.

Lt. Governor Talachy said no transit system makes money. They spend way more than they receive so it was always in a deficit. He asked if there was a formula that everyone who puts into the pot gets some back.

Mr. Mortillaro said for a long time they looked at what the county put in and how much they got back. This was a region and not a county. The $1.5 million contribution from Los Alamos County which they were contributing was over and above what their GRT was. He provided a handout that showed that Rio Arriba received more services than what was put in. Santa Fé County was a winner also with more services funded than what was required.

The Board agreed to a consolidated budget to get away from that concept.

The Transit Service Plan addressed a listing of all routes needed and some were not funded for lack of money. They were going to update it and consultants would recommend which should be retained, which should be amended, which should be added and which should be deleted. When the service plan comes back, the Board would consider the budget.

Mr. Mortillaro explained the handout that showed collections and expenditures by county. The deficit was $654,497 which was made up from reserves. The allocation formula showed they were still short and required a Los Alamos contribution to continue to provide continued services. New requests could be considered if the Board had more funds. Any money reoccurring and unallocated would go into reserves for use in other services.

This was recommended to the Board in FY 11 and FY 12. And he embedded it into the financial policies

Mr. Shelton pointed out that Los Alamos reports ridership every month as did Santa

Fé. This was part of the annual allocation. One thing that caught him by surprise was that he thought the amended language should have gone to the Finance Committee first. He thought this proposal was fair and showed what happens with shortages but not much with surplus. He had no problem with the proposal but it didn't go to Finance subcommittee.

Commissioner Anaya said his amendment was not considered yet.

Chair Barrone said he didn't call for a second.

Mr. Dwyer said there was no motion.

Councilor Bushee again moved to approve the resolution. Mr. Shelton seconded the motion.

Commissioner Anaya moved to amend the motion to have all the resources in one pot of money and no allocation. The motion to amend died for lack of a second.

Mr. Bulthuis said they did have contractual obligations to the Rail Runner.

Councilor Bushee liked that additional revenues went into reserves.

The motion passed by roll call vote with Los Alamos County, City of Santa Fé, Taos County and City of Española voting in favor; Town of Edgewood, Santa Fé County voting no; Nambé Pueblo and Santa Clara Pueblo abstaining.

Mr. Dwyer looked for but couldn't find the policy regarding abstentions.

In the tally there were 12 weighted votes in favor and six not in favor so the motion passed.

C. Commercial Advertising Bid Award for NCRTD Transit Advertising

Mr. Nagle reported the award of advertising contract and briefly described the services which would allow for advertising on NCRTD property. It was determined the costs versus generated return would be to the District's benefit. The proposal was to contract with Templeton Marketing Services, a firm based in Albuquerque and their principal, Don Templeton, was present. It would be a revenue sharing agreement which was a fairly standard arrangement. He referred the Board to page 87 that described Mr. Templeton's experience. The projected revenue sharing over first four years was shown in a table and described a 50/50 sharing of gross revenues excluding production costs which would be borne by the advertising company. It would be a three-year agreement with a possible one -year extension. The proposal was in the packet starting on page 70.

Commissioner Anaya moved to approve the award for advertising as presented. Chair Barrone seconded the motion.

Councilor Martínez asked about termination provisions.

Mr. Mortillaro said they had not drafted the contract yet but would reserve the right to terminate for nonperformance.

The motion passed by unanimous roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, City of Santa Fé, Santa Fé County and Taos County voting in favor and none voting against.

E. Award of Service Plan Update

Mr. Mortillaro said the past service plan was updated in 2008 and had a 5 year life so the NCRTD needed a new one this year.

There was $150,000 budgeted to update the service plan. They issued an RFP and got three proposals. One was deemed to be not meriting further consideration and the remaining two went to a panel of Stacey McGuire, Mr. Mortillaro, Mike Kelley, and Erick Aune (from Santa Fé County). Based on interviews the panel recommended the KFH Group. They were utilizing a local contractor to help with the public participation process. A number of meetings would be done throughout the region. There was an addendum with an added meeting in La Cienega. The panel recommended contracting with KFH Group.

Commissioner Anaya moved to approve the contract with KFH Group with the additional meeting in La Cienega, to authorize the Executive Director to execute the contract in the amount of $149, 670 not inclusive of GRT and to set a project budget amount of $173,170 which included GRT and an additional amount of money for possible additional public meetings if needed and authorize the Executive Director to enter into the contract with NMDOT because they were contributing $120,000 to the project. Councilor Ring seconded the motion and it passed by unanimous roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, City of Santa Fé, Santa Fé County and Taos County voting in favor and none voting against.

At 12:02, Commissioner Anaya, Lt. Governor Talachy, Councilor Bushee, Ms. Valério and Mr. Bulthuis excused themselves from the meeting. Mr. Velarde took Lt. Governor Talachy's place as alternate.

D. Presentation and Discussion of Marketing Efforts and Strategic Plan

Chair Barrone thought this presentation should be postponed to the next meeting.

Mr. Nagle agreed.

There was no quorum to amend the agenda.

DISCUSSION ITEMS

F. Financial Report for February 2013 (Glenda Aragon)

Ms. Aragon presented the financial report and she explained the last payroll of the month was not included. (Feb 22) she provided highlights for revenue, expenditures including operations, administration and capital outlay

Mr. Mortillaro commented that they were spending at a slower pace than normal as a result of decreased revenues and expenditures freezes discussed last month. If revenues didn't deteriorate further the District would be right where they anticipated they would be.

G. Finance Subcommittee Report

There was no Finance Subcommittee Report given.

H. Tribal Subcommittee Report

There was no Tribal Subcommittee Report given.

I. Executive Report for March 2013 and Comments from the Executive Director

1. Executive Report

Mr. Mortillaro referred to his printed report in the packet. They recommenced negotiations with the union which was not ratified so they came back to renegotiate. They met one time and had a tentative agreement after the meeting and the union would seek ratification with the new changes.

The Board approved bus purchases. The District received a protest from a high bidder and was in the process of providing that bidder a letter and would deny the validity of his protest and the timing of it as well.

Regarding the auction of equipment they took the hard drive out. Printers and copiers did not require wiping according to the District's information technology contractor. Their memories were very short term.

The IGC's needed to be turned in when signed. They would mail out new ones based on today's board actions.

Mr. Dwyer said they could amend the IGC to include Edgewood and Nambé and the Española change.

Councilor Martínez said Española could deal with them at the next council meeting if she could get a copy.

Mr. Mortillaro agreed to bring the discussion of whether the Board packets should go all electronic with board materials on the next agenda.

Chair Barrone agreed with that.

2. Performance Measures

This was not considered.

3. Ridership Report for February 2013

This was not considered.

4. Legislative Update

This was not considered.

MATTERS FROM THE BOARD

Mr. Shelton said they had their Main Street evaluation yesterday and a dignitary rode on the trolley.

MISCELLANEOUS

There were no miscellaneous items.

ADJOURN - Next Board Meeting: April 5, 2013 at 9:00 a.m.

The meeting was adjourned at 12:21 p.m.

Approved by:

Daniel R. Barrone, Chair

Attest:

Geoffrey Rodgers, Secretary

Submitted by:

Carl Boaz, Stenographer

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: April 5, 2013

Agenda Item - A

Title: NCRTD Board Attendance Report, April 2012 – March 2013

Prepared By: Dalene E. Lucero, Executive Assistant on behalf of Geoff Rodgers, Board Secretary/Treasurer

Summary: In accordance with the Bylaws adopted by the NCRTD Board of Directors, the Board Attendance Report is required to be reported for the period of April 2012 – March 2013.

Background: Per Section 9.10 of the Bylaws, the Secretary of the Board shall review each Director's Compliance with these Bylaws and each Director's attendance and report the conclusions and recommendations to the Board at the regular meeting in April of each year. Any member with three (3) consecutive absences will be considered for withdrawal from the District. Failure to provide local match by July 31st of each year will make that member eligible for withdrawal from the district. After 60 days' notice has been provided to the member Government Unit with no response, the Board may act on the 2/3 majority vote to remove that member pursuant to Sections 73-25-6 and 73-25-17 of the Act.

Recommended Action: It is recommended that the Board discuss and provide direction on this topic.

Options/Alternatives: The Board may consider the following options/alternatives:

1. Take no action; or
2. Provide further direction.

Attachments:
Board Attendance Report, April 2012 – March 2013
Section 9.10 of the Bylaws

NCRTD Board Attendance Report

April 2012 – March 2013

NCRTD Member	APR 2012	MAY 2012	JUN 2012	JUL 2012	AUG 2012	SEP 2012	OCT 2012	NOV 2012	DEC 2012	JAN 2013	FEB 2013	MAR 2013	Total Present	Total Absent
Los Alamos County	A	P	P	A	P	P	-	P	P	P	P	P	9	2
Rio Arriba County	P	A	P	P	P	A	-	P	P	A	A	A	6	5
Taos County	P	P	P	P	A	P	-	P	P	P	P	P	10	1
Santa Fe County	P	A	P	P	P	P	-	P	P	P	P	P	10	1
Pojoaque Pueblo	P	A	P	A	P	P	-	A	P	P	P	A	7	4
San Ildefonso Pueblo	A	A	A	A	A	A	-	A	A	A	A	A	0	11
Ohkay Owingeh	A	A	A	A	A	A	-	A	A	A	A	A	0	11
Santa Clara Pueblo	P	A	P	A	P	P	-	A	P	A	P	P	7	4
Tesuque Pueblo	A	A	A	A	P	P	-	P	P	P	P	A	6	5
City of Santa Fe	P	P	P	P	P	P	-	P	P	P	P	P	11	0
City of Española	P	A	P	A	P	P	-	P	A	A	A	P	6	5
Town of Edgewood	-	-	-	-	-	-	-	P	P	P	P	P	6	0
Nambè	-	-	-	-	-	-	-	-	-	-	-	P	1	0

Section 9.07. **Voting Requirements**. Voting shall occur as described in Section IX of the Intergovernmental Contract.

Section 9.08. **Conflict of Interest Policy.** In addition to full compliance with New Mexico statutes pertaining to conflicts of interest regarding public entities, the following shall apply to all Directors:

(a) A Director of the Board shall disqualify him/herself from voting on any issue with which the Director has a potential conflict of interest. For the purpose of the section, a "potential conflicting interest" exists where a Director owns or controls, directly or indirectly, a substantial interest in any non-governmental entity participant in a financial transaction with the District. A Director of the Board, Officer of the Board, or Employee of the Board, shall not:
   (1) Acquire a financial interest in a new or existing business venture or business property of any kind when the Director believes or has reason to believe that the new financial interest will be directly affected by her/his official act;
   (2) Use confidential information acquired by virtue of the Director office or employment for the Director's or another's private gain;
   (3) Contract with the District without public notice and competitive bidding and full disclosure of the Director's financial or other interest in the business that is party to the contract.

(b) Any conflict shall be made a matter of record in the minutes of the meeting of the Board at the time the transaction becomes a topic of Board action;

(c) A Director with a potential conflict of interest may briefly state his position in the matter and answer pertinent questions of other Board Members since the Director's knowledge may be of great assistance;

(d) This policy shall be reviewed from time to time, as new Directors are appointed; moreover, any new Directors shall be advised by the Executive Director of this policy upon entering into the duties of the position;

(e) The Attorney General shall investigate and prosecute, where appropriate, any complaint brought involving conflict of interest. Violation of the conflict of interest provisions by a Director, Officer, or Employee of the Board is grounds for removal or suspension of the Director or Officer, and Dismissal, Demotion, or Suspension of the Employee.

Section 9.09. **Performance of Duties.** The Board shall promulgate and adhere to policies and procedures that govern its conduct. A Director shall perform the duties as a Director, including the duties as a member of any committee of the Board upon which he may serve, in good faith, in a manner he believes to be in the best interests of the District.

Section 9.10. **Review of Performance**. The Secretary of the Board shall review each Director's compliance with these Bylaws and each Director's attendance and report the conclusions and recommendations to the Board at the regular meeting in April of each year.

a) **Consecutive absences.** Any member with three (3) consecutive absences will be considered for withdrawal from the District.

b) **Failure.** Failure to provide local match by July 31st of each year will make that member eligible for withdrawal from the District

c) **Notice.** After 60 days notice has been provided to the member Government Unit with no response the Board may act on the 2/3 majority vote to remove that member pursuant to Sections 73-25-6 and 73-25-17 of the Act.

ARTICLE X
OFFICERS

Section 10.01. **Identification.** The Board shall elect or appoint a Chair, a Vice Chair, a Secretary, and a Treasurer.

Section 10.02. **Officers of the Board.** Officers of the Board shall be Tribal Governors, Tribal Council members or elected officials.

Section 10.03. **Election.** The Board shall elect Officers every other year at the April meeting of the Board. The currently elected Board shall elect Officers by simple majority vote after canvassing each member as to their interest in service, time availability, and qualifications.

Section 10.04 **Election of Chair and Vice Chair.** The election of the Board Chair and Vice Chair may alternate between Tribal and non Tribal members.

Section 10.05. **Term.** Each Officer shall serve a two (2) year term commencing upon election or appointment by the Board. Each Officer shall serve until the end of their term or until a successor is elected or appointed or the Officer is lawfully removed pursuant to State law or these Bylaws. Officers may serve unlimited terms.

Section 10.06. **Removal of Officers.** Any Officer of the Board may be removed at any time by a two-thirds majority vote of the voting units of all members of the Board.

Section 10.07. **Vacancies.** If a vacancy exists in any office, the Chair shall appoint a Director to fill such vacancy until the next regular meeting of the Board, when an election will be held. The term of the Office shall be until the next annual election of officers.

Section 10.08. **Duties of the Officers.**

(a) Chair. The Chair shall:
   (1) Have the power to call meetings of the Board and to preside over such meetings;
   (2) Have the power to execute, deliver, acknowledge, file and record on behalf of the District such documents as may be required by the Act or other applicable law;
   (3) Have the power to execute and deliver contracts, deeds and other instruments and agreements on behalf of the District as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board;

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: April 5, 2013

Agenda Item - B

Title: A presentation and discussion of Marketing Efforts and Strategic Plan

Prepared By: Jim Nagle, Public Information Officer

Summary: A presentation to outline what marketing programs have been put into place this past year, what we have coming up this year and how we plan to position ourselves as we look forward to the future.

Background: As the marketing plan is developed to include programs that encompass the service area and each of our member entities, feedback from the Board is welcomed, particularly in the area of community outreach, and to ensure that we are reaching their constituents.

Recommended Action: Discussion only. Based upon Board input, staff will return with a final document for input and/or approval.

Fiscal Impact: FY2013 Budget contains $71,000 ($56,000/advertising, $10,000/website and design and $5,000 for publication development) for current level of activities. Costs for strategic plan once finalized will be reflected in the proposed FY2014 budget for Board consideration.

Attachments:
Marketing Presentation to Board

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

Marketing Presentation to NCRTD Board

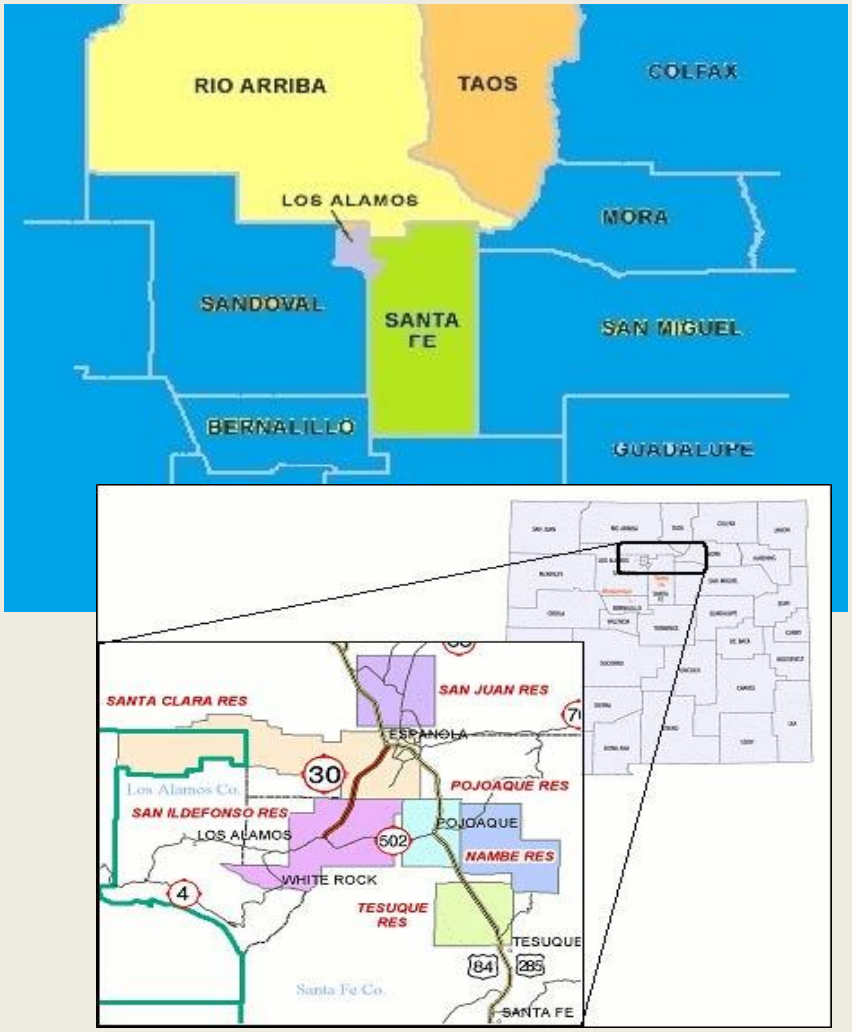
April 5, 2013

PROJECTS

- Advertising Program
- Website Development
- Policies and Procedures
- Community Outreach
- Local Events
- Brand Development
- New Building Dedication

ADVERTISING

- Making the most impact
- Limited Advertising Budget
- Radio and Print Buys
- Maintain Widest Coverage Throughout Service Area



Key Messaging Points:

- Ride Free
- Areas We Serve
- Monday through Friday
- Connecting Services
- Website
- Toll Free Number

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
RTD
SERVING NORTH CENTRAL NEW MEXICO
Everyone Rides Free!
Serving the counties and communities of Santa Fe, Taos, Rio Arriba and Los Alamos, and the Pueblos of Pojoaque, Santa Clara, Tesuque, San Ildefonso, Ohkay Owingeh and Nambé.
Provides service Monday thru Friday with connections to Los Alamos Atomic City Transit, Park and Ride, Santa Fe Trails, Rail Runner and Taos Chile Line.
For more information:
Visit www.RidetheBlueBus.com or call toll free 1-866-206-0754

RADIO

KTAOS Blue Bus_REVISED.mp3

KSWV 810 AM/Santa Fe

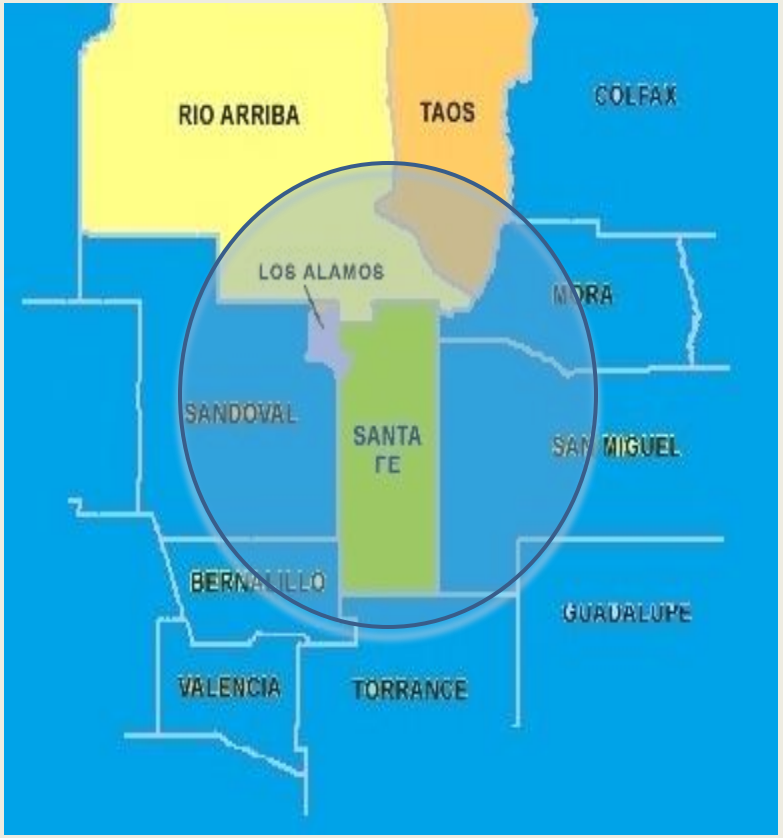
20 :30 sec spots per month

Monday - Friday

Morning Drive Time

Coverage:

From South to Edgewood to
Los Alamos and into Rio Arriba
Extending North of Española



RADIO

KDCE 950 AM/Española

17 times per month

Monday – Friday on a varied schedule, includes :30 second spot and sponsorship of the 7:30 AM News

Coverage:

Throughout Rio Arriba County, Northern Santa Fe County, Los Alamos and Southern Taos County

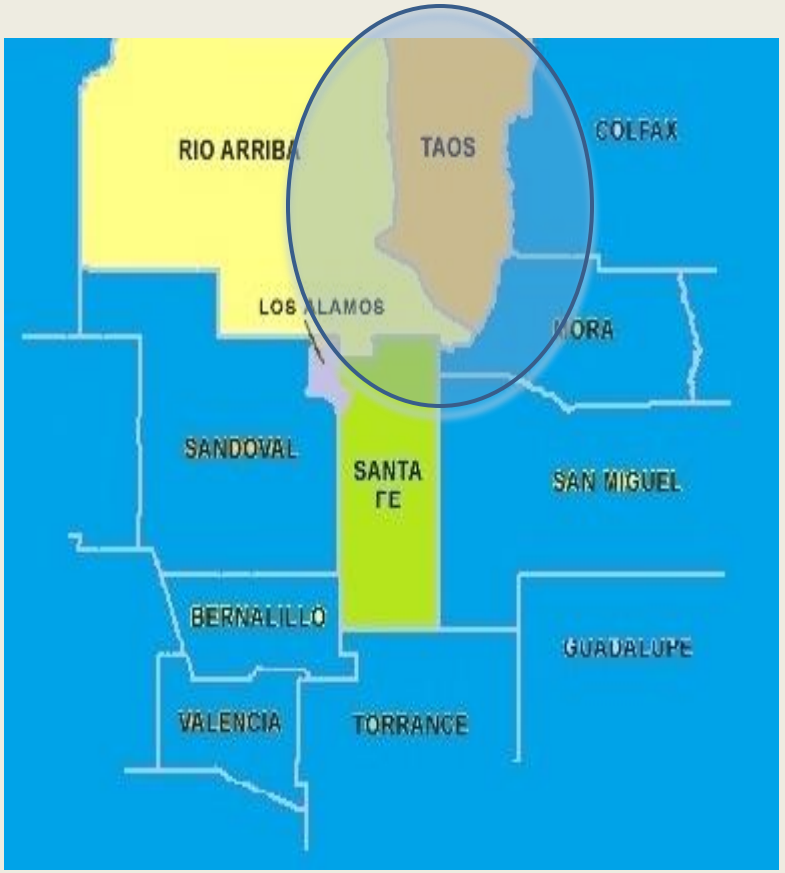
RADIO

KTAO 101.9 FM/Taos

28 :30 second spots per month split between morning drive and evening hours.

Coverage:

Taos County and into Española Valley with pick up into Santa Fe and Los Alamos



PRINT

LOS ALAMOS MONITOR

¼ Page Ad 2x Monthly

Sunday, Thursday

Total Market Coverage Days

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
RTD
SERVING NORTH CENTRAL NEW MEXICO
Everyone Rides Free!
Serving the counties and communities of Santa Fe, Taos, Rio Arriba and Los Alamos, and the Pueblos of Pojoaque, Santa Clara, Tesuque, San Ildefonso, Ohkay Owingeh and Nambé.
Provides service Monday thru Friday with connections to Los Alamos Atomic City Transit, Park and Ride, Santa Fe Trails, Rail Runner and Taos Chile Line.
For more information:
Visit www.RidetheBlueBus.com or call toll free 1-866-206-0754

PRINT

Taos News

Twice per month

Strip ad along bottom of Front Page of Lifestyles Section

INSIDE
Anuncios/C3
El Crepúsculo/C6
Obituaries/C8
Spanglish/C3

IN THE KITCHEN
THE TAOS NEWS
C1
Feb. 7-13, 2013

SIDE DISH

Let the good times roll!

Mardi Gras means Cajun at Red River

By Virginia L. Clark

Free cook-off potluck party

Sheila's Etouffee

PHOTOGRAPHS BY TINA LARKIN ◆ THE TAOS NEWS

Factors that affect the way wines taste

OFF THE VINE
BY STEVE NASH

Everyone Rides FREE!
Taos to Española, Taos to Questa and Red River, Pojoaque to Taos & UNM Taos Klauer and more!
For routes/schedule Information:
866.206.0754 or RidetheBlueBus.com
RTD

PRINT

Rio Grande Sun

Twice per month

1/8 Page Ad

PROOF
© Rio Grande SUN
NORTH CENTRAL REGIONAL TRANSIT DISTRICT
Everyone Rides Free!
RTD
SERVING NORTH CENTRAL NEW MEXICO
Serving Española and the counties and communities of Rio Arriba, Santa Fe, Taos and Los Alamos, and the Pueblos of Pojoaque, Santa Clara, Tesuque, Ohkay Owingeh, Nambé and San Ildefonso.
Provides service Monday thru Friday with connections to the Rail Runner, Park and Ride, Santa Fe Trails, Los Alamos Atomic City Transit and Taos Chile Line.
For more information:
Visit www.RidetheBlueBus.com
Or Call toll free 1-866-206-0754
Early Morning Las Trampas Commuter Run Added
PROOF WARNING
All material in this AD, unless otherwise stated, is copyright property of The Rio Grande SUN. Reproduction or retransmission of the materials, in whole or in part, in any manner, without the prior written consent of the copyright holder, is a violation of copyright law.
Contact The Rio Grande SUN for requests for permission to reproduce or distribute materials.

PRINT

Santa Fe New Mexican

Twice per month

4” x 6” ad

Run on a Monday and Friday.

Beginning Monday, April 8

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
RTD
SERVING NORTH CENTRAL NEW MEXICO
Everyone Rides Free!
Serving the counties and communities of Santa Fe, Taos, Rio Arriba and Los Alamos, and the Pueblos of Pojoaque, Santa Clara, Tesuque, San Ildefonso, Ohkay Owingeh and Nambé.
Provides service Monday thru Friday with connections to Rail Runner, Park & Ride, Santa Fe Trails, Los Alamos Atomic City Transit and Taos Chile Line.
For more Information:
Visit www.RidetheBlueBus.com or
call toll free 1-866-206-0754

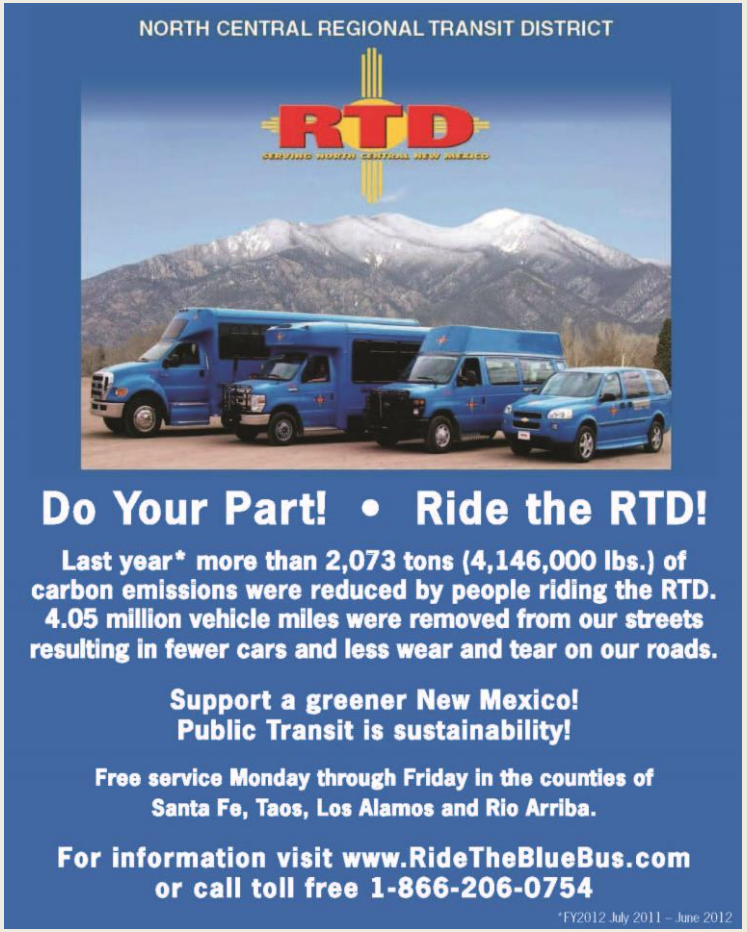
PRINT

Green Fire Times

¼ Page Monthly

20,000 Copies throughout North Central NM, heaviest distribution in Santa Fe, extending into Taos, Los Alamos and Española.

New Green Ad in April – Riding the RTD reduces Carbon Footprint and Fewer Cars on our Roads


NORTH CENTRAL REGIONAL TRANSIT DISTRICT
RTD
SERVING NORTH CENTRAL NEW MEXICO
Do Your Part! • Ride the RTD!
Last year* more than 2,073 tons (4,146,000 lbs.) of carbon emissions were reduced by people riding the RTD. 4.05 million vehicle miles were removed from our streets resulting in fewer cars and less wear and tear on our roads.
Support a greener New Mexico!
Public Transit is sustainability!
Free service Monday through Friday in the counties of Santa Fe, Taos, Los Alamos and Rio Arriba.
For information visit www.RideTheBlueBus.com
or call toll free 1-866-206-0754
*FY2012 July 2011 – June 2012

PRINT

Additional Print

Chama Valley Times – ¼ Page Monthly

Rio Arriba County Fair program

BILLBOARD

FY2014

First Billboard – Pojoaque

285 Corridor (Northbound)

Between State Road 503 and Arroyo Seco in Española

TRANSIT ADVERTISING SALES PROGRAM

Contract Awarded to

Templeton Marketing Services

Program and Pricing Strategy Being Developed

Launch Underway

Adaptability of Ads

Las Trampas Example

- KDCE
- KTAO
- Rio Grande Sun

WEBSITE – NCRTD.ORG

HOME | CONTACT US | ABOUT US | QUICK FACTS |
RTD
SERVING NORTH CENTRAL NEW MEXICO
ROUTES
BOARD OF DIRECTORS
BLUE BUS STORIES
EMPLOYMENT
NEWS
CUSTOMER SERVICE
REPORTS
TAOS AREA
ESPANOLA AREA
SANTA FE AREA
LOS ALAMOS AREA
NORTHERN PUEBLOS AREA
FREE FARES
Ride free when you ride the Blue Bus! Please review our route schedules or call 1-866-206-0754
RIDER ALERTS
RIDER ALERT
2/20/2013 - Rider Alert!
Some minor delays are being reported on the Chama to Espanola and Taos County routes due to weather and road conditions. For more information please check back for updates or call toll-free to 866-206-0754 for information on a particular route.
View All Alerts
The RTD Blue Buses Are FREE and Provide Service Monday Through Friday.
Next RTD Board Meeting: March 1, 2013
Location: Jim West Regional Transit Center

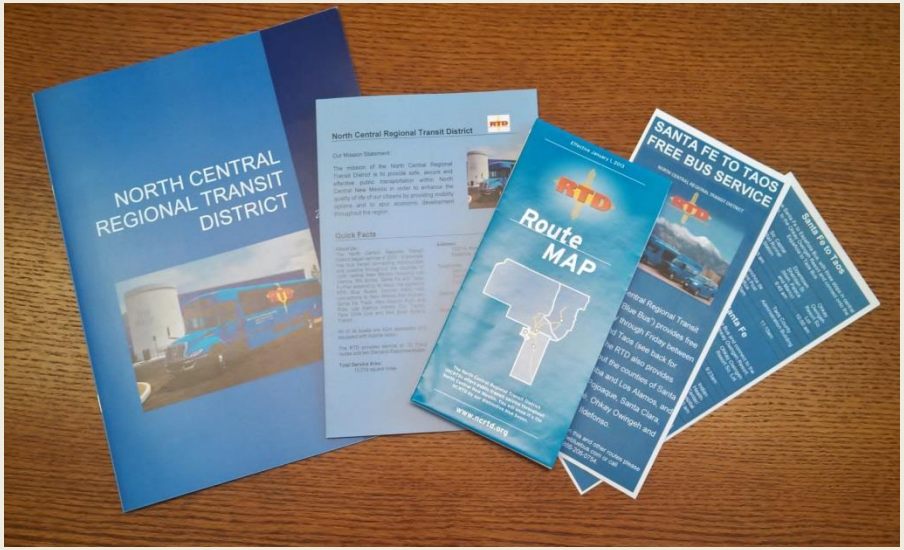
PUBLICATIONS

Annual Report

Quick Facts Brochure

Route Map

Santa Fe to Taos Rack Card



MEDIA RELATIONS

Press Releases

Crisis Communications Plan

Media Relations Guidelines

MEDIA RELATIONS

Crisis Communications Plan

(developed to deal with communications only)

Insure Accurate and Timely Information Conveyed Effectively and Efficiently

In the Event of a Crisis the District has Three Primary Responsibilities:

- To acknowledge/recognize the crisis
- To expeditiously and accurately communicate
- To resolve the crisis

MEDIA RELATIONS

Media Relations Guidelines

Affirms District committed to a culture of openness with media and public

Values free exchange of ideas, data and information

Timely, responsive and accurate

UPCOMING PROGRAMS

Veterans Transportation and Community Living Initiative

Joint Marketing Effort with NMDOT, Santa Fe Trails, Rio Metro and New Mexico Department of Veteran Affairs

Transportation options for military veterans and their families

VTI

VETERANS

TRANSPORTATION INITIATIVE

★★★ A NATIONAL PROGRAM

FREEDOM TO FIND YOUR OWN WAY.

UPCOMING PROGRAMS

Intelligent Transportation System Initiative

AVL/CAD/Smart Apps/Website Enhancement/Text-Email Subscription

Launch FY2014

Series of marketing and public relations programs promoting the benefits to customers will be implemented to support the launch

UPCOMING PROGRAMS

"Invite a Rider to Come Aboard"

An incentive-based program will be launched in FY2014 to encourage riders to share the benefits of riding public transportation with friends and family. Bring them aboard and receive a free "I Ride the RTD" t-shirt

COMMUNITY PROGRAMS

Community Outreach/ Grassroots Program

- Get out into the community
- Minimal Cost
- Blue Bus – Iconic Brand
- Drivers, our ambassadors
- Route Map into people's hands – Chambers, Visitors Centers, Information Kiosks

COMMUNITY PROGRAMS

Community Outreach/ Grassroots Program

Outreach to:

- Community Centers
- Senior Centers
- Chambers of Commerce
- Reach out to community opinion leaders and information sharers

COMMUNITY PROGRAMS

Train Day

May 11, Alvarado Station/ Albuquerque

Last year over 7000 people

Hosted by Rail Runner, Rio Metro, Greyhound, Amtrak, ABQRide.

NCRTD, Santa Fe Trails, Rio Metro, ABQRide participated side-by-side on RR platform

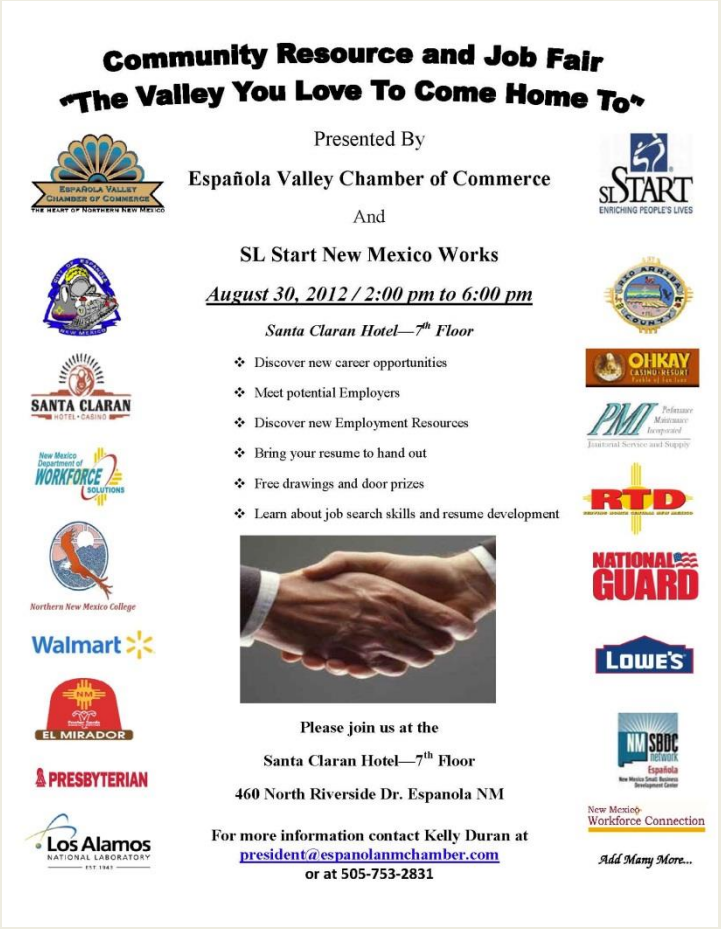
NATIONAL TRAIN DAY
MAY 12, 2012
NATIONALTRAINDAY.COM
2nd Annual at Downtown Albuquerque
Family Fun, Learning, and FREE Raffles!
FREE ENTERTAINMENT
La Rondalla de Albuquerque
New Mexico, Mexico and Latin American Music Group
Mustang Pride Marching Band
West Mesa High School
Middle and High School Choir & Orchestra
Public Academy for Performing Arts (PAPA)
John Adams"Gems"and Washington Middle School Drill Team
Mariachi San Jose
Washington Middle School and Albuquerque High School
THINGS TO Do
Tour inside NM Rail Runner, Amtrak and BNSF Rail Cars
Model Train Club Displays
Children's Interactive Train Display
by the Santa Fe Children's Museum
Free Hands-on Activities for Kids by !EXPLORA!
BNSF Harvey Girls Society
find out about New Mexico's railroad and hospitality industry history
Youth Art Contest Gallery
coordinated by Albuquerque Art Business Association (MBA)
Rail Road Historical Art Gallery
Albuquerque Area Art Gallery Info & Local Art Work Displays by ARTSCrawl/AABA
Free Shuttle to Wheels Museum
Hundreds of full-size and model train exhibits, see www.wheelsmuseum.org
TRIP PLANNING AND INFORMATION
Info on Bus Connections
ABQ Ride, Rio Metro RTD, Socorro Shuttle, Santa Fe Trails and the North Central Transit District
Train Safety Information by Operation Lifesaver with FREE Prizes
Santa Fe Southern, Cumbres &Toltec tour information
AMTRAK
ABQ RIDE
GREYHOUND
RIO METRO

COMMUNITY PROGRAMS

Española Valley Job Fair

Española Chamber of Commerce

Over 700 Attendees



Community Resource and Job Fair
"The Valley You Love To Come Home To"

Presented By

Española Valley Chamber of Commerce

And

SL Start New Mexico Works

August 30, 2012 / 2:00 pm to 6:00 pm

Santa Claran Hotel—7th Floor

- Discover new career opportunities
- Meet potential Employers
- Discover new Employment Resources
- Bring your resume to hand out
- Free drawings and door prizes
- Learn about job search skills and resume development

Please join us at the

Santa Claran Hotel—7th Floor

460 North Riverside Dr. Espanola NM

For more information contact Kelly Duran at
president@espanolanmchamber.com
or at 505-753-2831

Add Many More...

COMMUNITY PROGRAMS

Legislative Reception

Hosted by Santa Fe Chamber of Commerce

Presentation to SF Chamber Bienvenidos Group April 2

Transportation Day at the State Legislature, March 5

COMMUNITY PROGRAMS

Community Bloggers

Community Newsletters and Mailers

Local Opinion Makers

Items that benefit the local community

LONG TERM POSITION

2023 GRT Vote

Everything we do must prove:

- Committed to Riders and non-riders (voting public) as well
- Providing critical service in which we all play a part
- Community Building

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: April 5, 2013
Agenda Item - C

Title: Discussion and consideration of adoption of Resolution No. 2013-05 Amending the Personnel Rules and Regulations.

Prepared By: Anthony J. Mortillaro, NCRTD Executive Director

Summary: To discuss and consider the recommended modifications to the existing Personnel Rules and Regulations

Background: The current Personnel Rules and Regulations were adopted by the Board on August 3, 2012. As a result of several personnel matters involving employees who had experienced either personal illness/injury or an on the job injury it was deemed that our current practices regarding Worker's Compensation and a Return to Work program should be developed and formalized for adoption by the Board and inclusion into the existing Personnel Rules and Regulations. The Finance Subcommittee met on March 22, 2013 and reviewed the proposed regulations. The Finance Subcommittee recommended some modifications which were incorporated into the documents being presented for Board consideration.

Recommended Action: It is recommended that the Board discuss and consider approval of Resolution No. 2013-05 amending the Personnel Rules and Regulations by adding Rule 8 and 9.

The Finance Subcommittee met on March 22, 2013 and recommended that the Board adopt the resolution.

Options/Alternatives: The Board may consider the following options/alternatives:

1. Take no action; or
2. Adopt the recommendation of the Finance Subcommittee and Resolution; or
3. Provide further direction in relations to Rules 8 and 9 of the Personnel Rules and Regulations and then take action to adopt the resolution.

Fiscal Impact: N/A

Attachments:

- Resolution No. 2013-05
- Amended Personnel Rules and Regulations incorporating Rule 8 - Worker's Compensation Benefits and Rule 9 - Return to Work (from Illness/Injury) Program

North Central Regional Transit District (NCRTD)

Resolution 2013-05

ADOPTION OF A RESOLUTION AMENDING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT PERSONNEL RULES AND REGULATIONS BY ADDING RULE 8 AND 9

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, the Board has the authority to make and pass resolutions necessary for the execution of the powers vested in the District; and

WHEREAS, personnel rules and regulations may be established to serve as guidelines to be followed in the administration of the District's personnel system to ensure uniform understanding and application of human resource polices; and

WHEREAS, the NCRTD Board adopted Resolution 2012-16 creating the existing Personnel Rules and Regulations on August 3, 2012 ; and

WHEREAS, the NCRTD Board desires to amend the North Central Regional Transit District Personnel Rules and Regulations adding Rule 8- Workers Compensation Benefits and Rule 9- Return to Work Program.

NOW THEREFORE BE IT RESOLVED THAT THE ATTACHED PERSONNEL RULES 8 and 9 ARE APPROVED AND ADOPTED AS ATTACHED HERETO AS EXHIBIT "A" ON THIS 5TH DAY OF APRIL 2013.

_____

Daniel Barrone, Chair

Approved as to form:

_____

Peter Dwyer, Counsel

RULE 8 – WORKER'S COMPENSATION BENEFITS

8.1 Reporting On-The-Job Injuries.

Employees are insured under the provisions of the New Mexico Worker's Compensation Act, NMSA 1978 §§ 52-1-1 et seq., (the "Act") ~~41 to 5245~~ for job-related injuries or occupational illnesses and both the employer and employees must fulfill their respective legal duties under the Act including reporting on-the –job injuries.

~~1~~ A. Employees are required to report all on the job accidents, regardless of how minor. The supervisor shall ensure that the employee immediately receives all required medical treatment.

~~2~~ ~~.~~B. An NCRTD ~~A~~accident form is available from the Human Resources Office ~~(to~~ and shall be completed by the employee. ~~) and —~~Employer's First Report of Injury or Illness packet shall be ~~(~~completed by the supervisor~~),~~ within 24 hours of the incident. In addition, the employee must submit a HIPAA compliance Authorization for Disclosure of Protected Health Information fo~~r o~~m within twenty four (24) hours of the incident, whenever possible.

8.2 Medical Procedures.

~~1~~ ~~.~~A. Emergencies. In the event of traumatic on the job injury/illness situations or when a medical emergency exists, the employee may go to the nearest emergency room or urgent care center. All follow up medical treatment must be coordinated by a physician designated by the District. If the District has not designated a physician the employee ~~will~~may see their personal physician.

~~2~~ ~~.~~B. Non- emergencies. An employee with a non-emergency, work related injury/illness shall see a physician designated by the District or their personal physician. That physician will provide medical treatment and/or initiate all referrals for advanced or specialized care, depending upon the nature of the medical problem.

~~3.~~ C. Post-Accident Alcohol and Controlled Substance Testing (CDL and non CDL). These incidents are not covered under the Worker's Compensation policy and instead shall be covered by the District's ~~See District~~ Drug and Alcohol policy.

D. Compensation. The decision to approve or deny a claim for benefits is made by the District's insurer of record, not by the District itself. If an employee's claim is approved for benefits, any and all payments relating to the injury/illness will be made directly by the District's insurer.

E. Waiting Period. There is a seven (7) day waiting period before an employee becomes eligible to receive payment for lost wages. Employees ~~will~~ shall use sick leave, vacation leave or accumulated compensatory time for any time missed from work due to the work related injury/illness so that pay will continue from the District. If available leave has been exhausted, the employe~~r~~e will ~~be unpaid~~ grant Leave without Pay (LWOP) for missed work time and all applicable provisions of the personnel rules will apply including those related to the payment of insurance premiums. ~~for missed work time~~.

~~4.~~ F. FMLA leave. Any applicable ~~employee's~~ FMLA ~~entitlement~~ leave for serious health conditions as defined under FMLA, will run concurrently with employee's ~~a~~ worker's compensation absence. , ~~when the injury is one that meets the criteria of a serious health condition.~~ Because worker's compensation absences are not unpaid leave, the provisions

for substitution of paid leave is not applicable. An employee whose Worker's Compensation leave exceeds the FMLA leave period and who has exhausted all paid leave will be placed on ~~Leave without Pay (~~LWOP~~)~~ pursuant to Section 4.13 of the personnel rules and all applicable provisions will apply including those related to the payment of insurance premiums.

8.3 Return to Work Procedures

Prior to returning to work, an employee injured in the course of employment shall obtain a release from the treating physician and shall take that release, including any restrictions to the Human Resources Office.

If the employee is released without restrictions, he or she shall return immediately to ~~their~~his or her assigned work. ~~location.~~

~~However, if the health care provider treating the employee for the worker's compensation injury certifies the employee is able to return to light duty work, but is unable to return to the same or equivalent job, the employee may decline the District's offer of a light duty job. As a result, the employee may lose worker's compensation benefits, but is entitled to remain on FMLA leave until the 12 week period is exhausted. The provisions for substitution of paid leave will become applicable and applied as of the date worker's compensation benefits cease.~~

RULE 9 – RETURN TO WORK (FROM ILLNESS/INJURY) PROGRAM

Generally the District's Return to Work (RTW) Program attempts to provide~~s~~ temporary modified work duty to employees who have suffered an injury or illness and as a result are not immediately able to return to their regularly assigned duties without modification to their work duties. ~~full duty~~. The goal of the RTW Program is for the District to retain and accommodate ~~work with~~ injured/ill employees and to work with the employee's physician to transition the employee back to full, unrestricted and unmodified work duties~~y~~. The availability of modified work duties under ~~any~~ the RTW ~~functions~~ Program is within the sole discretion of the District unless otherwise required by law. Notwithstanding any rule or provision herein to the contrary, the District shall at all times comply with requirements of the Americans with Disabilities Act and shall provide reasonable accommodations and such other measures as are required by law in the case of disabled persons.

9.1 Employees who experience an on the job injury or illness which results in their temporary inability to return to the full range of duties of their regular position classification, ~~will~~ shall accept transitional work assignments if offered by the District.

9.2 Employees who experience an off the job injury or illness which results in their inability to return to the full range of duties of their regular position classification may be eligible for transitional work assignments if offered by the District and if consistent with the provisions of New Mexico and District ~~State Statutes and implementing rules dealing with~~ workers' compensation laws, rules and regulations.

9.3 Transitional work assignments will consist of work which is within the restrictions outlined by the employee's health care provider. The employee's health care provider must provide a specific listing of limitations and the ~~employee's~~ anticipated recuperation time ~~which will result in the~~ prior to the employee's returning to work without limitations. Such assignments may include, but

are not necessarily limited to:

A. Part-time or fulltime, with a temporary waiver of certain regular duties (reasonable accommodation), in an employee's regular position classification; or
B. Part-time or full time in another capacity.

9.4 The District may require an employee to submit to an examination ~~with~~by a physician chosen by the District at the District expense, if the ~~amount~~ duration of the temporary assignment appears to be excessive, if the restrictions/limitations cannot be adequately interpreted or clarified with the employee's physician, or if
the District has reason to believe the employee's release for duty is inconsistent with job requirements.

9.5 Employees assigned to transitional work assignments will receive their regular hourly rate of pay for their regular job classification for the number of hours worked in the transitional work assignment.

9.6 Assignment to transitional work depends upon the availability of such work and of work suitable to the employee's medical restrictions. A transitional work assignment may be terminated at any time by the District.

9.7 Priority will be given to workers with job related injuries/illnesses and ~~For~~ employees with non-job related injuries/illnesses who seek similar accommodations ~~, assignment to transitional work~~ may be ~~ended~~ subject to personnel actions, modified work assignments or work schedules, or required use of leave in order to provide transitional work assignment to an employee injured on the job.

9.8 In no event will a modified duty assignment last for more than ninety (90) ~~calendar~~ days in a 12-month rolling calendar year. This applies to both work-related and non-work related conditions. The 90 days may be continuous or intermittent. If the employee is not able to return to full duty ~~within~~ following 90 ~~calendar~~ days of continuos or intermittent modified duy assignment, an evaluation will be conducted by the Human Resources Office to identify available options ~~available to the employee~~, which may include consideration of medical retirement or sepaeration. The District reserves the right, for good~~-~~ cause~~reason~~, to discontinue a modified-duty assignment at any time. Good ~~reason~~ cause shall include, but not be limited to, unavailability of temporary work ~~no longer being available~~, operational requirements of the District ~~prohibiting the continuance of~~ which make temporary assignment impracticable, or the employee's inability to satisfactorily perform the duties of the modified duty assignment.

9.~~8~~9 Employees refusing to work transitional work assignments ~~will~~ may not be eligible for workers compensation benefits or paid leave benefits. Transitional work assignment for employees with workers' compensation claims or receiving workers' compensation benefits will be made consistent~~ly~~ with the provisions of ~~New Mexico State Law~~ New Mexico Worker's Compensation Act, NMSA 1978 §§ 52-1-1 et seq., (the "Act") along with State and District rules. ~~and its implementing rules~~. ~~To the extent consistent with New Mexico State Law and implementing rules, employees refusing to work transitional work assignments will~~may ~~not be eligible for workers' compensation benefits or paid leave benefits.~~ Employees refusing transitional work assignments maybe subject to corrective action. If the employee's health care provider will not authorize transitional work, the District ~~will~~ may take appropriate action as allowed by law.

9.~~9~~10 Employees unable to return to work due to injury/illness maybe separated from District employment as provided for under Section 4.24 of the Personnel Rules.

RULE 8 – WORKER'S COMPENSATION BENEFITS

8.1 Reporting On-The-Job Injuries.

Employees are insured under the provisions of the New Mexico Worker's Compensation Act, NMSA 1978 §§ 52-1-1 et seq., (the "Act")for job-related injuries or occupational illnesses and both the employer and employees must fulfill their respective legal duties under the Act including reporting on-the –job injuries.

A. Employees are required to report all on the job accidents, regardless of how minor. The supervisor shall ensure that the employee immediately receives all required medical treatment.

B. An NCRTD accident form is available from the Human Resources Office and shall be completed by the employee. Employer's First Report of Injury or Illness packet shall be completed by the supervisor within 24 hours of the incident. In addition, the employee must submit a HIPAA compliance Authorization for Disclosure of Protected Health Information form within twenty four (24) hours of the incident, whenever possible.

8.2 Medical Procedures.

A. Emergencies. In the event of traumatic on the job injury/illness situations or when a medical emergency exists, the employee may go to the nearest emergency room or urgent care center. All follow up medical treatment must be coordinated by a physician designated by the District. If the District has not designated a physician the employee may see their personal physician.

B. Non- emergencies. An employee with a non-emergency, work related injury/illness shall see a physician designated by the District or their personal physician. That physician will provide medical treatment and/or initiate all referrals for advanced or specialized care, depending upon the nature of the medical problem.

C. Post-Accident Alcohol and Controlled Substance Testing (CDL and non CDL). These incidents are not covered under the Worker's Compensation policy and instead shall be covered by the District's Drug and Alcohol policy.

D. Compensation. The decision to approve or deny a claim for benefits is made by the District's insurer of record, not by the District itself. If an employee's claim is approved for benefits, any and all payments relating to the injury/illness will be made directly by the District's insurer.

E. Waiting Period. There is a seven (7) day waiting period before an employee becomes eligible to receive payment for lost wages. Employees shall use sick leave, vacation leave or accumulated compensatory time for any time missed from work due to the work related injury/illness so that pay will continue from the District. If available leave has been exhausted, the employer will grant Leave without Pay (LWOP) for missed work time and all applicable provisions of the personnel rules will apply including those related to the payment of insurance premiums.

.

F. FMLA leave. Any applicable FMLA leave for serious health conditions as defined under FMLA, will run concurrently with employee's worker's compensation absence. , Because worker's compensation absences are not unpaid leave, the provisions for substitution of paid leave is not applicable. An employee whose Worker's Compensation leave exceeds the FMLA leave period and who has exhausted all paid leave will be placed on LWOP

pursuant to Section 4.13 of the personnel rules and all applicable provisions will apply including those related to the payment of insurance premiums.

8.3 Return to Work Procedures

Prior to returning to work, an employee injured in the course of employment shall obtain a release from the treating physician and shall take that release, including any restrictions to the Human Resources Office. If the employee is released without restrictions, he or she shall return immediately to his or her assigned work.

RULE 9 – RETURN TO WORK (FROM ILLNESS/INJURY) PROGRAM

Generally the District's Return to Work (RTW) Program attempts to provide temporary modified work duty to employees who have suffered an injury or illness and as a result are not immediately able to return to their regularly assigned duties without modification to their work duties.. The goal of the RTW Program is for the District to retain and accommodate injured/ill employees and to work with the employee's physician to transition the employee back to full, unrestricted and unmodified work duties. The availability of modified work duties under the RTW Program is within the sole discretion of the District unless otherwise required by law. Notwithstanding any rule or provision herein to the contrary, the District shall at all times comply with requirements of the Americans with Disabilities Act and shall provide reasonable accommodations and such other measures as are required by law in the case of disabled persons.

9.1 Employees who experience an on the job injury or illness which results in their temporary inability to return to the full range of duties of their regular position classification, shall accept transitional work assignments if offered by the District.

9.2 Employees who experience an off the job injury or illness which results in their inability to return to the full range of duties of their regular position classification may be eligible for transitional work assignments if offered by the District and if consistent with the provisions of New Mexico and District workers' compensation laws, rules and regulations.

9.3 Transitional work assignments will consist of work which is within the restrictions outlined by the employee's health care provider. The employee's health care provider must provide a specific listing of limitations and the anticipated recuperation time prior to the employee's returning to work without limitations. Such assignments may include, but are not necessarily limited to:

A. Part-time or fulltime, with a temporary waiver of certain regular duties (reasonable accommodation), in an employee's regular position classification; or
B. Part-time or full time in another capacity.

9.4 The District may require an employee to submit to an examination by a physician chosen by the District at the District expense, if the duration of the temporary assignment appears to be excessive, if the restrictions/limitations cannot be adequately interpreted or clarified with the employee's physician, or if the District has reason to believe the employee's release for duty is inconsistent with job requirements.

9.5 Employees assigned to transitional work assignments will receive their regular hourly rate of pay

for their regular job classification for the number of hours worked in the transitional work assignment.

9.6 Assignment to transitional work depends upon the availability of such work and of work suitable to the employee's medical restrictions. A transitional work assignment may be terminated at any time by the District.

9.7 Priority will be given to workers with job related injuries/illnesses and employees with non-job related injuries/illnesses who seek similar accommodations may be subject to personnel actions, modified work assignments or work schedules, or required use of leave in order to provide transitional work assignment to an employee injured on the job.

9.8 In no event will a modified duty assignment last for more than ninety (90) days in a 12-month rolling calendar year. This applies to both work-related and non-work related conditions. The 90 days may be continuous or intermittent. If the employee is not able to return to full duty following 90 days of continuous or intermittent modified duty assignment, an evaluation will be conducted by the Human Resources Office to identify available options, which may include consideration of medical retirement or separation. The District reserves the right, for good cause, to discontinue a modified-duty assignment at any time. Good cause shall include, but not be limited to, unavailability of temporary work, operational requirements of the District which make temporary assignment impracticable, or the employee's inability to satisfactorily perform the duties of the modified duty assignment.

9.9 Employees refusing to work transitional work assignments may not be eligible for workers compensation benefits or paid leave benefits. Transitional work assignment for employees with workers' compensation claims or receiving workers' compensation benefits will be made consistent with the provisions of New Mexico Worker's Compensation Act, NMSA 1978 §§ 52-1-1 et seq., (the "Act") along with State and District rules. . Employees refusing transitional work assignments maybe subject to corrective action. If the employee's health care provider will not authorize transitional work, the District may take appropriate action as allowed by law.

9.10 Employees unable to return to work due to injury/illness maybe separated from District employment as provided for under Section 4.24 of the Personnel Rules.

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: April 5, 2013

Agenda Item - D

Title: Discussion and Possible Ratification of Collective Bargaining Agreement between the NCRTD and Teamsters Local No. 492

Prepared By: Anthony J. Mortillaro, Executive Director

Summary: The Union and the District initially commenced negotiations in July, 2012 and concluded with a tentative contract in January, 2013 that was presented for the Board's review and action. A total of 17 collective bargaining sessions lasting for numerous hours were held. The first CBA that was recommended by the Union to their membership in January 2013 failed to be ratified by the membership. This revised CBA was presented to the Union membership for ratification on April 4th. In the event that the CBA is ratified then the Board can consider ratifying this agreement as well.

Major outcomes of the re-negotiations are as follows:

1. Contract period of 15 months starting April 5, 2013 through June 30, 2014;
2. Evergreen provision which provides for the existing contract to continue until one party notifies the other of its intent to reopen the agreement;
3. No Annual re-openers (zipper clause) except for negotiations of the wage component for FY 2014;
4. Appropriations clause;
3. Employees who choose to not be members of the Union will be required to pay "fair share";
4. Vacation, routes, bid shift, layoffs, and recall are all based upon seniority;
5. Grievance language and procedures with binding arbitration;
6. Relinquishment of Personal Holiday in exchange for adding Christmas Eve as a Holiday; however this will not be effective until calendar year 2014.
7. Restoration of the Martin Luther King Holiday and removal of Presidents Day Holiday; this will not be effective until calendar year 2014.
8. Vacation Leave annual accrual rates remain the same, with the exception of adding an additional bracket after 10 years of service. This additional bracket is for employees who have reached 25 years of service and would then be eligible for 5 weeks of vacation.
9. Sick Leave incentive program. The sick leave accrual rate and maximum accrual remains the same. However, employees will be allowed to either sell back or bank unused sick leave hours by the last pay period in February. Sick leave that is sold back is paid based upon the following chart regarding annual sick leave usage:

Number of Sick Leave Hours Used Annually	Percentage payment rate for cash out

24 Hours or Less	100%
25 Hours to 40 Hours	75%
41 Hours to 48 Hours	50%
49 Hours or More	25%

Once unused sick leave is banked it is not available for sell back and can only be used for catastrophic illness such as those defined under the Family Medical Leave Act (FMLA) or for the waiting periods associated for short term or long term disability. Prior to using catastrophic sick leave, employees are required to use all casual sick leaves (sick leave earned during the current year).

Catastrophic sick leave does not vest and therefore is not paid out when an employee leaves the District.

10. Wages are set as follows: 0.75 cents per hour increase to all CDL Drivers/Dispatchers (increases range from 4.57% to 6.18%) and 2.5% increase for non CDL Drivers/Dispatchers on April 5, 2013 upon ratification of the agreement. In addition a one-time salary lump sum payment of $620 per full time employee. Part time employees will receive a pro-rated lump sum salary.

2013- Current

Position	Minimum	Maximum
Driver	$25,249(12.14/hr.)	$35,999(17.31/hr.)
Dispatcher	$27,197(13.08/hr.)	$38,776(18.64/hr.)

2013-New				
Position	**Minimum Hourly**	**Minimum Annually**	**Maximum Hourly**	**Maximum Annually**
Driver	$12.44	$25,882	$17.74	$36,905
Driver CDL	$12.89	$26,811	$18.06	$37,565
Dispatcher	$13.41	$27,887	$19.11	$39,740
Dispatcher CDL	$13.83	$28,766	$19.39	$40,331

10. The salary increase for FY 2014 remains open and will be negotiated as a contract re-opener. The parties felt that it would be best to wait for the completion of the District's compensation and classification study before recommencing negotiations on this topic.

11. All other benefit contributions for health and welfare and pension remain unchanged.

Background: On February 27, 2012 the NCRTD received a request from Teamsters Local Union 492 indicating that the District's drivers/dispatchers were seeking representation and requesting voluntary recognition. The District in its response to this letter on March 9, 2012 indicated that the employees and Union should go through the formal process for the formation of a collective bargaining unit. The Public Employee Labor Relations Board (PELRB) conducted the process for formation of a collective bargaining unit and held an election on May 8, 2012. As a result of the election the required number of votes to form a collective bargaining unit was

received and the PELRB certified the formation of a Bargaining Unit. The certification was subsequently approved by the PERLB Board.

Recommended Action: It is recommended that the Board consider ratification of the contract as presented and authorize the Executive Director to sign the agreement.

Options/Alternatives: The Board may consider the following options/alternatives:

1. Take no action and provide further instruction; or
2. Adoption of the recommendation; or
3. Deny approval and give further instruction.

Fiscal Impact: Salary increases are budgeted on an annual basis. The FY 13 adopt budget included a 3% increase for drivers/dispatchers salaries totaling $30,490 not inclusive of benefit indexed adjustments. The annualized impact of the negotiated raise for FY 13 is 4.36% ($34,130) however, only 25% of this is payable during the remainder of the budget year which is $7,622. The cost of the lump sum annual salary payment is approximately $20,460. Until a new contract is negotiated in July 2014 no other fiscal impacts are identified at this time, which would impact the FY 15 draft budget.

Attachment(s):

Collective Bargaining Agreement

LABOR AGREEMENT

BETWEEN

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 492

AND

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

Whole Agreement in Effect

Effective April 5, 2013 through June 30, 2014

Table of Contents

PREAMBLE 5
ARTICLE 1 5
RECOGNITION 5
MANAGEMENT RIGHTS 6
DRUG AND ALCOHOL TESTING 8
ARTICLE 2 8
UNION MEMBERSHIP 8
SECTION 1 - Fair Share 8
SECTION 2 - Notification 9
SECTION 3 - Payment of Union Dues 9
SECTION 4 - Bulletin Boards 9
SECTION 5 - Union Access 9
SECTION 6 -Non-Discrimination and Fair Treatment 9
A. Compliance with Laws 9
B. District/Union Responsibilities 10
C. Remedies 10
ARTICLE 3 10
SUCCESSORS 10
ARTICLE 4 10
SENIORITY 10
SECTION 1 - Seniority List 10
SECTION 2 –Probationary Period 11
SECTION 3 - Loss of Seniority 11
ARTICLE 5 11
FILLING JOB VACANCIES, BIDDING AND TRAINING 11
SECTION 1- Filling Job Vacancies 11
SECTION 2 – Bidding 12
SECTION 3 – Training 12
ARTICLE 6 12
LAYOFF AND RECALL 12
ARTICLE 7 13
GENERAL DISCHARGE OR SUSPENSION 13
Section 1 - Oral /Written Reprimand 13

Section 2 - Dismissal or Suspension Procedures 13
ARTICLE 8 16
GRIEVANCE AND ARBITRATION 16
Section 1 – Grievances 16
Section 2 Steps in the Grievance Procedure 17
Section 3 Manager Level 18
Section 4 Executive Director Level 18
Section 5 Arbitration 18
Section 6 Miscellaneous 19
ARTICLE 9 20
GENERAL PROVISIONS 20
Section 1 - Safety 20
Section 2 - Physical Examinations and Drug Tests 20
Section 3 –Temporary Employees and Supervisors Working 20
ARTICLE 10 21
SHOP STEWARD 21
Section 1 - Notification 21
Section 2 - Investigations 21
ARTICLE 11 21
MILITARY CLAUSE 21
ARTICLE 12 22
HOURS OF SERVICE 22
Section 1 - Workday – Workweek 22
ARTICLE 13 23
HOLIDAYS 24
ARTICLE 14 24
SICK LEAVE 24
ARTICLE 15 26
FUNERAL LEAVE 26
ARTICLE 16 26
JURY DUTY 26
ARTICLE 17 27
INCLEMENT WEATHER LEAVE 27
Section 1 – Full-Day Closing 27

Section 2 - Partial-Day Closing (delayed opening/early closing) 27
ARTICLE 18 27
VACATION 27
Section 1 – Amount 27
Section 2 – Separation 28
Section 3 - Vacation Selection 28
Section 4 - Split Vacations 28
ARTICLE 19 28
HEALTH AND WELFARE 28
ARTICLE 20 28
PENSION 28
ARTICLE 21 29
SAVINGS CLAUSE 29
ARTICLE 22 29
COMPLETE AGREEMENT 29
ARTICLE 23 30
DURATION 30
ARTICLE 24 30
APPROPRIATIONS CLAUSE 30
ARTICLE 25 30
Wage adjustment and Salary Plan 30

PREAMBLE

THIS AGREEMENT is entered into by and between NORTH CENTRAL REGIONAL TRANSIT DISTRICT (hereinafter referred to as the "Employer" or "District") and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 492, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "Union") pursuant to the applicable Public Employee Bargaining Act (PEBA)

ARTICLE 1

RECOGNITION

A. The Employer recognizes the Union as the exclusive bargaining representative for all employees in the classifications herein. The unit includes all non-probationary full time and part time Transit Operators and Driver/Dispatchers employed by the Employer at its New Mexico facilities as certified in PELRB No. 303-12. Excluded are all other employees including managerial, confidential, supervisors, and "limited term", "emergency appointment"," or "rider/driver" employees as defined therein.

B. Work historically performed or afterward assigned to the bargaining unit will remain with the unit. Additions to the workforce, including new classifications will be added provided they are within the job classification of those positions deemed to be included as covered unit positions.

C. The Union and Employer recognize the mission, goals and obligations of the North Central Regional Transit District as a provider of transit services to the citizens of the Counties of Taos, Rio Arriba, Santa Fe and Los Alamos through its employees. The best possible services and programs will be provided consistent with available resources. The Employer and the Union agree to uphold the wellbeing and care of the North Central Regional Transit District's constituents.

D. The Employer and Union recognize that it is in the best interest of the parties, the employees and the public that all dealings between the parties continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and Union, and their respective representatives at all levels, will apply the terms of this Agreement fairly in accord with its intent and meaning, and consistent with the Union's status as exclusive bargaining representative of all employees in the bargaining unit. The parties shall bring to the attention of all employees in the bargaining unit (including new hires) their purpose to conduct themselves in a spirit of responsibility and respect.

E. The purpose of this Agreement is to establish reasonable terms and conditions of employment for employees covered herein and a means of amicable and equitable adjustment of any and all differences or grievances, which may arise under the provisions

of this Agreement. All of the parties hereto believe and affirm that this Agreement will ensure the welfare and benefit of the constituents of the North Central Regional Transit District.

MANAGEMENT RIGHTS

It is agreed that, except as expressly modified by the terms of this Agreement, the Employer exclusively retains all customary, usual and exclusive rights, functions, prerogatives and authority connected with or incident to its responsibility to manage the affairs of the District without the need or obligation to bargain further with respect to any such subjects or the effects thereof or the exercise of its discretion and decision making authority.

The exclusive prerogatives, functions and rights of the District include but shall not be limited to the following:

1. Determine the mission, budget, organization and number of employees allocated by position to meet the minimum staffing levels of its operations and departments;

2. Determine qualifications for employment; validate content of examinations; make requests for position audits and reclassifications; and ensure that best practices exist for the recruitment, interviewing and selection of applicants;

3. Direct employees and evaluate their performance based on standards of work established by the Employer;

4. Make assignments, transfer, or retain employees in positions, and make determination of job duties;

5. Provide reasonable rules and regulations governing the conduct of employees;

6. Provide reasonable standards and rules for employees' safety;

7. Determine the location and operation of its facilities;

8. Determine standards for work, hiring, promotion, transfer, assignment and retention of employees in positions;

9. Initiate corrective and/or disciplinary action including, but not limited to, coaching and guidance, written reprimands, suspensions, demotions, alternate forms of discipline, transfers and terminations;

10. Determine scheduling and all other actions necessary to carry out the Employer's functions;

11. Relieve an employee from his/her duties because of lack of funds or other legitimate reason;

12. Maintain efficiency of government operations; determine methods, means, equipment and personnel by which the Employer's operations are to be conducted;

13. In cases of an emergency or declared disaster, take such actions as may be necessary to carry out the missions of the Employer that might not implicitly follow all articles in this Agreement; and

14. Act in furtherance of all other duties and responsibilities set forth in the Constitution, federal laws, state statutes, administrative regulations, and executive orders of the Governor, as well as North Central Regional Transit District Resolutions, and Personnel Rules and Regulations.

This list is not an all-inclusive list of all of the District's rights, functions, prerogatives or authority, but only serves a general guide. The District expressly reserves, and the Union agrees, that the District retains all customary, usual and exclusive rights as set out in in this paragraph of this Agreement, unless expressly set forth to the contrary in this Agreement.

DRUG AND ALCOHOL TESTING

A. CDL Drug and Alcohol Testing

The provisions of the North Central Regional Transit Districts Drug and Alcohol policy as may be amended are hereby incorporated. Unilateral amendment by the District pursuant to changes in federal laws will not be prohibited.

B. Reasonable Suspicion Drug and Alcohol Testing Policy

The provisions of the District's Drug and Alcohol Policy are hereby incorporated. Unilateral amendment by the District pursuant to changes in federal laws will not be prohibited.

ARTICLE 2

UNION MEMBERSHIP

SECTION 1 - Fair Share

A. While the parties acknowledge that it is the right of each bargaining unit employee to either participate and voluntarily pay membership dues to the exclusive representative or opt out of any and all Union activities, it is also acknowledged that bargaining unit employee's wages, benefits and working conditions obtained through this contract have been obtained through the collective bargaining process as permitted by law. It is also acknowledged that both parties expend their own funds to implement this collective bargaining process. NMSA 1978, Section 10-7E-4 (J) expressly recognizes and defines "fair share" for purposes of New Mexico law, and that legislative enactment is accepted by the parties as a legislative assessment of the State of New Mexico that fair share is an appropriate means of promoting labor peace and preventing free riding. "Fair Share" payment shall be based on United States and New Mexico statutes and case law, including but not limited to all expenditures incurred by the labor organization in negotiating the contract applicable to all employees in the appropriate bargaining unit.

B. It shall be a condition of employment that all employees of the District covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall on the thirty first (31st) day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement, hired on or after its effective date, shall on the thirty first (31st) day following the beginning of such employment, become and remain a member

in good standing of the Union or make "fair share" payments in accordance with the rule set forth in PEBA Section 4-E.

SECTION 2 - Notification

The District agrees to notify the Union of all new employees hired and all employees leaving on a monthly basis. The Union shall be notified by fax or e-mail of any employees who are laid off or discharged within five (5) working days.

SECTION 3 - Payment of Union Dues

For the convenience of the Union the District agrees to deduct from those employees' wages, dues and initiation fees payable to the Union upon receiving written authorization from employees through an executed authorization card authorizing such deductions, commencing for the month in which the District receives such written authority. If an employee has insufficient earnings for the pay period, no payroll deductions for dues will be made for that employee for that pay period. The District shall forward any and all amounts so deducted to the Union by the end of the month in which said amounts are billed.

The Union shall indemnify, defend, save and hold the District harmless against any and all demands, suits, claims or other forms of liability that shall arise out of, or result from any action taken by the District for the purpose of complying with the provisions of this Section.

SECTION 4 - Bulletin Boards

The Union will provide a bulletin board in each building that conforms to the aesthetic standards of the building(s) for the exclusive use of the Union. All bulletin boards will be installed by District's facility maintenance staff. Postings by the Union on such boards or otherwise disseminated are to be confined to official business of the Union. Such notices shall not include religious, political, derogatory, inflammatory, or discriminatory notices. Nor will such notices be used to criticize the District, and any of the Districts policies, practices or procedures, any District Officials or management staff, or any District employee or Board Members. Violation of this provision will result in the loss of this privilege.

SECTION 5 - Union Access

Authorized representatives of the Union will be given reasonable access to the Employer's establishment for the purpose of investigating and handling grievances after giving appropriate notice to the Executive Director or his designee. The Union and Executive Director or his designee will agree on a mutual time that such activities will not interfere with operational requirements of the District. Any such meeting with bargaining unit members shall be held in non-work areas, including break rooms, and at non-work times. In this connection, the Union agrees to furnish the Employer with the names of authorized representatives for the purpose of this Article and only those persons shall be given access to the Employer's premises upon reasonable notice.

SECTION 6 -Non-Discrimination and Fair Treatment

A. Compliance with Laws

The provisions of this Agreement shall be applied equally to all employees without discrimination as to race, creed, color, religion, national origin, political affiliation, membership in the Union, age, sex, marital status, or sensory, mental, or physical handicap or disability, except where such characteristics are a bona fide occupational qualification. Both the Employer and the Union agree to comply with all state and federal employment laws, including the Public Employees Bargaining Act (PEBA).

B. District/Union Responsibilities

The Union and the District shall share equally in the responsibility for applying this provision of the Agreement.

C. Remedies

Employees who believe they have been the subject of discrimination are encouraged to utilize the District's internal complaint procedures prior to seeking relief through external agencies.

This Section shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

ARTICLE 3

SUCCESSORS

The Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assignees.

ARTICLE 4

SENIORITY

SECTION 1 - Seniority List

The District shall prepare a seniority list of all regular employees covered by this Agreement. The District shall furnish a copy of this list to the Union on an annual basis or upon revision. The seniority list will show each employees date of hire with the District and if applicable, such employee's seniority within the classification. Classification seniority shall determine layoffs, recalls, work schedules and vacation selection.

Date of hire seniority shall indicate the most recent date of hire as an employee performing covered work in a position falling within the scope of the bargaining unit and shall determine eligibility for new job transfers, vacation accrual and pay progression.

Where two (2) or more employees have the same seniority date for determining job rights, the tie shall be broken with seniority based on the highest number of the last four (4) digits of the social security number (the highest number would be 9999, the lowest 0000). A tie will be settled by the toss of a coin.

SECTION 2 –Probationary Period

Every new or re-employed employee will be a probationary employee for a period of six (6) calendar months from the date of hire, or re-employment and the continued employment of such probationary employee shall be at the exclusive discretion of the Employer. Probationary employees may be terminated with or without cause and probationary employees will have no recourse to the grievance/arbitration procedure. Seniority shall be accrued during the probationary period but shall not be acquired until completion of such probationary period. Temporary and or "limited term" employees who are hired as permanent employees will have their temporary service calculated as probationary time and shall not serve an additional probationary period once six (6) calendar months are completed.

SECTION 3 - Loss of Seniority

An employee shall lose all seniority and their name shall be removed from the seniority list upon occurrence of any of the following events:

a) Voluntary resignation or retirement from the District;
b) Discharge for just cause;
c) Illness, disability or layoff for a continuous period of time in excess of twelve (12) months.
d) Transfer or promotion to a non-bargaining unit position. However in the event of a temporary promotion for less than six (6) months there will be no loss of seniority upon returning to their previous classification.

ARTICLE 5

FILLING JOB VACANCIES, BIDDING AND TRAINING

SECTION 1- Filling Job Vacancies

All job vacancies which occur, within a classification, of more than thirty (30) days anticipated duration, will be posted on designated District bulletin boards for a minimum period of ten (10) calendar days.

Each job vacancy posting will state the number of jobs to be filled, the classification, job category, work week, route, shift, starting times and days off involved. The posting will also list the qualifications necessary to adequately perform the job, the name of the individual to whom all applications must be submitted and a final date and time after which applications will no longer be accepted.

In filling jobs under the procedure provided herein, if the qualifications of the employees applying for the position are essentially equal seniority will govern. External advertisement of vacant

positions may occur concurrently at the Districts discretion and may be filled in accordance with the Districts hiring practices.

SECTION 2 – Bidding

A general bid shall be conducted on a semi-annual basis (effective March 1 and September 1) for all routes which are run on a regular basis. Bid routes shall be posted for a minimum of five (5) calendar days. The bidding will be governed by seniority. If a driver bids a route in a location other than their regular domicile location, the provision of mileage reimbursement in Addendum #1 of this Agreement will not apply.

SECTION 3 – Training

The District will use its best efforts to provide training consistent with efficient operations which will enhance promotional opportunities for current employees.

ARTICLE 6

LAYOFF AND RECALL

Should any layoff be necessary as determined in the sole discretion of the Employer in the bargaining Unit classification and there are no employees classified as probationary employees within the classification, then the last permanent employee hired in the classification will be the first person laid off and so on. Any employee being laid off will be given five (5) workdays written notice. An employee receiving proper notice of layoff may at their option, accept layoff, or within the next three (3) working days may exercise their seniority to bump any junior employee assigned to an equal or lower classification that the bumping employee is qualified to work in.

Re-employment and/or recall to the classification will be accomplished in seniority order among all employees that were laid off or bumped from such classification.

The employee is required to provide the correct mailing address or other appropriate contact information (i.e. phone number or e-mail address) as a condition of maintaining any recall rights.

The District may not fill any bargaining unit position without first offering the position to qualified laid-off bargaining unit employees in order of District seniority. The District must give notice in writing to laid-off employees of recall opportunities.

Recalled employees must give notice of acceptance or refusal of the position within five (5) work days, and if accepted, report for work within two (2) weeks of the date they were notified of the available position.

The District will have met its recall obligation by sending the recall notice via certified U.S. Mail, return receipt requested, or other appropriate contact method, to the last known address provided by the employee to the Human Resources Office.

After twelve (12) consecutive months on layoff status, the District shall have no further recall or employment obligation to the laid-off employee.

ARTICLE *7*

GENERAL DISCHARGE OR SUSPENSION

***Any reference to day or days within this article means work day or days and shall include normal dates of operation and excludes weekends and holiday.**

Section 1 - Oral /Written Reprimand

A. The District may reprimand an employee for just cause. Oral Reprimands may be documented on a form prescribed by the Executive Director. Written reprimands may be issued for just cause by the Executive Director with or without a recommendation of the direct supervisor. Written reprimands, to be considered valid must be issued within ten (10) days exclusive of Saturdays, Sundays and holidays after the occurrence or discovery of the violation claimed by the Employer in the reprimand. Written reprimands must be specific and not general in nature as to the alleged violation (i.e. date, time, place, and nature of the violation). Oral and written reprimands may not be grieved.

B. If after six (6) months from the effective date of an oral reprimand the employee has shown improvement and no other infraction has occurred, he/she may request that documentation of the Oral reprimand be removed from his/her personnel file. Such requests should be made to the Executive Director and approved by the respective supervisor.

C. An employee may request that a written reprimand that does not involve a suspension without pay be removed from their personnel file after a period of more than twelve (12) months from the date of the occurrence which gave rise to the reprimand has expired, unless such reprimand is tied to an additional or ongoing disciplinary issue. In addition, if a subsequent written reprimand occurs within twelve (12) months of the first written reprimand, both will remain for a period of thirty six (36) months from the date of the second reprimand. Written reprimands that result in suspension without pay will not be removed from the employees personnel file.

Section 2 - Dismissal or Suspension Procedures

A. Dismissal. A dismissal is separation of an employee from his/her employment with or without cause.

i. If the District believes a situation exists requiring the immediate termination or removal from the job site of an employee, the District should carefully document the reasons for such a decision. Ground for immediate dismissal shall be:

1. Intoxication, drinking intoxicating beverages, or possession or use of illegal drugs while on duty or on the District's premises, facilities or fleet, or arriving on the job under the influence of intoxicating beverages or drugs.

2. Misuse of drugs.

3. Dishonesty or mishandling of District revenues or resources.

4. Insubordination.

5. Striking or abusing a supervisor, customer or fellow employee.

B. Suspension. A suspension is the temporary removal of an employee from his/her work assignment without pay.

C. Employees who have successfully completed their probationary period may be dismissed (immediate dismissal for those items noted above) or suspended only for just cause. Just cause includes, but is not limited to:

1. Violation of or failure to comply with the Federal or State Constitution, Statutes, or District Policies, District Rules and Regulations and District Resolutions;

2. Indictment by a grand jury;

3. Conviction of or entrance of a plea of guilty or nolo contendere to a felony or other crime which has or may have a material adverse effect on the employee's ability to carry out their duties or upon the reputation of the District;

4. Careless, negligent, or improper use of District property, equipment, or funds;

5. Insubordination, which shall consist of violation of any official regulation or order or failure to obey, comply or accept any proper directions made and given by a supervisor in the course of employment, or any verbal ridicule of a supervisor by an employee during the course of employment;

6. Inefficiency, incompetence or negligence in the performance of assigned job duties or failure to perform job requirements or job performance which continues to be unsatisfactory;

7. Disorderly conduct or threats or abuse of others;

8. Chronic tardiness or absenteeism, or the improper or unauthorized use of leave privileges or benefits;

9. Stealing from the District or from other employees;

10. Taking unauthorized leave or job abandonment.

11. Failure to obtain and maintain a current license or certificate required as a condition of employment;

12. Intentional falsification or mishandling of District records;

13. Fraud in securing employment with the District or attempting to secure a promotion or a position by political influence;

14. Unauthorized or illegal use, sale, or possession of alcohol or illegal drugs, or being under the influence of such substances while on duty;

15. Gambling for money or articles of value during the working period;

16. Unauthorized discussion or release of confidential information documents or records;

17. Harassment and/or discriminatory behavior towards any person because of race, color, religion, gender, sexual orientation, gender identity, age, national origin, and disability; or

18. Action which reflects poorly upon the integrity of the District.

D. The dismissal or suspension of an employee shall be accomplished according to the following procedures:

1. Notice of Contemplated Action:

2. To initiate the suspension or dismissal, the Supervisor shall serve a notice of contemplated action on the employee which: describes the conduct, action, or omissions which form the basis for the contemplated action; gives a general explanation of the evidence the Supervisor has; specifies what the contemplated action is; and states the date, time and place of the predetermination meeting, and that the employee may waive the right to the meeting by notifying the Supervisor in writing prior to the start of the meeting.

3. At the predetermination meeting the employee shall briefly have the grounds and the proposed action explained to him/her and shall have the right to respond. The purpose of the response is an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions, essentially a determination of whether there are reasonable

grounds to believe that the charges against the employee are true and support the proposed action. The employee shall have the right to representation and the meeting may be recorded by either party.

4. Within ten (10) days from the date of the predetermination meeting, the Supervisor or designee shall notify the employee in writing if no disciplinary action will be taken.

5. Supervisor's Disciplinary Decision: If a decision is made to proceed with the disciplinary action, the Supervisor or designee shall serve the employee with a Disciplinary/Corrective Action Form and supporting documentation within ten (10) days from the date of the predetermination meeting. If it cannot be delivered personally, it will be sent by certified mail, with return receipt requested, to the employee's last address on record.

a. The Notice of Proposed Disciplinary Action shall state what disciplinary action is being recommended and when the proposed action will take effect.

b. No disciplinary action shall be final until the Executive Director has approved and signed the Disciplinary/Corrective Action Form.

8. The Written Notice of Final Decision must:

a. Document the date, time and place of the predetermination meeting;

b. Identify the specific misconduct;

c. Specify the disciplinary action, if any, to be taken;

d. Specify the effective date of the dismissal or suspension which must be at least ten (10) days after the date of the Written Notice of Final Decision (during this ten (10) day period the Executive Director may place the employee on paid administrative leave if deemed in the best interest of the District);

e. Be delivered personally to the employee by the employer or by certified mail, with return receipt requested, to the employee's last address on record.

f. The Executive Director may, when deemed in the best interest of the District, extend the time limit for providing the employee with the Notice of Final Decision.

g. Employees who have been dismissed from employment for disciplinary reasons shall not be eligible for rehire.

ARTICLE 8

GRIEVANCE AND ARBITRATION

Section 1 – Grievances

A. A "grievance" is an allegation made by the Union against the Employer that a violation, misapplication or misinterpretation of any provision of this Agreement has occurred.

B. Any reference to day or days within this article means work day or days and shall include normal dates of operation and excludes weekends and holiday.

C. The Union may file grievances on its own behalf, or on behalf of an employee or group of employees covered by this Agreement.

D. An individual employee may file a grievance under the provisions of this article and have it adjusted without the intervention of the Union as long as:

1. The adjustment is consistent with the terms of this Agreement;
2. At any hearing or meeting on a grievance brought forward by an individual employee, and who has not requested the intervention of the Union, the Union shall still be afforded the opportunity to be present and make its views known.

3. An individual employee may not invoke arbitration under this article.

E. Before filing a formal grievance under the procedures established in this Article, employees are encouraged to try and resolve any issues with their immediate supervisor and if not, with their next level manager.

F. Grievances initiated by an employee or by the Union shall be filed within ten (10) days of the day after the grievant was aware, or reasonably could have become aware, of the provision in the Agreement that allegedly was being violated.

G. The Employer, Union, and/or employee shall make an effort to hand deliver any Grievance documentation, correspondence, memos and/or forms as outlined in this article and shall be considered served immediately upon hand delivery. In cases where hand-delivery is not possible, such materials shall be mailed priority, certified return receipt requested, and shall be considered served on the date of postmark by the U.S. Postal Service.

Section 2 Steps in the Grievance Procedure

A. All steps in the formal grievance process must be documented in writing via an Official Grievance Form. Employees and/or the Union must submit grievances in writing that include the specific details of what provision(s) in the Agreement was violated, and how and when it was violated. The Form is Attached as Exhibit A.

B. The Official Grievance Form shall include the following information:

1. The employee's name, job title and work site;

2. The name, address and telephone number of the Union representative, if any;
3. The article(s) of the Agreement alleged to have been violated;
4. The date of the violation;
5. How the violation occurred: The grievant shall provide a detailed description of all the event(s) that resulted in specific violation and all the persons responsible for the violation;
6. The relief requested; and

7. Any attempt(s) the grievant or Union made to resolve the matter with the immediate supervisor and/or with their next level manager.
8. The signature of the grievant or of the Union representative.
9. The President or Vice President of the Union shall sign off on the Official Grievance Form to assure the form is complete and that the grievance is justified.

C. Grievance relief actions agreed upon by the parties at any of the steps listed below shall be binding.

Section 3 Manager Level

- The Union or grievant shall meet with the department manager to attempt to resolve the matter within ten (10) days of the day after receipt of the Official Grievance, unless the department manager is the person the grievance is against, or if the employee does not have a department manager. In that case the Union and Executive Director shall meet within ten (10) days of the day after receipt of the Official Grievance to attempt to resolve the matter.

- The department manager, who met with the Union, shall within ten (10) days of the day after the meeting, write a response to the grievant explaining the resolution or response to the allegations specified in the grievance.

- If the grievance is not satisfactorily resolved at this level, the grievance shall be submitted by filing with the Executive Director within ten (10) days of the day after receipt of the written response by the department manager.

Section 4 Executive Director Level

- If the grievance is not satisfactorily resolved at the department manager level, the grievant and/or Union shall submit the Official Grievance to the Executive Director within ten (10) days of the day after receipt of the department manager's written response. The Executive Director shall respond in writing to the grievant and/or Union within ten (10) days of the day after receipt of the Official Grievance and may, within this time period, request a meeting with the grievant and/or Union to discuss the grievance and its settlement.

- If the grievance is not satisfactorily resolved at this level, the Official Grievance, if it meets the definition of a Prohibited Practice, may be submitted to the District's Labor Management Board by the Union, but not by the individual grievant, within fifteen (15) days after receipt of the Executive Director's written response. The Official Grievance may also be submitted to final and binding arbitration by the Union, but not by the individual grievant, within thirty (30) days after receipt of the Executive Director's written response.

Section 5 Arbitration

A. Within fourteen (14) days of the written demand for arbitration, the Union shall make a request from a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), unless the parties by such time can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.

B. Within fourteen (14) days of the receipt of a list of arbitrators, the parties will confer to select the arbitrator. The selection shall be made by the Union and the Employer alternately eliminating names. The last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. If the Employer fails or refuses to strike a name from the list, the Union may request that the FMCS unilaterally appoint an arbitrator to hear the matter. Once an arbitrator is either selected by the parties or appointed by the FMCS, the arbitrator shall have full jurisdiction.

C. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case.

D. The arbitrator shall have no power to add to, subtract from, alter or modify any of these terms of the Agreement, but may give appropriate interpretation or application to such terms and provide appropriate relief.

E. The arbitrator shall have no authority to make any award including fines, punitive damages or award of attorney's fees.

F. Each party shall pay one-half (1/2) of the arbitrator's fees and expenses.

G. The arbitrator's decision shall be final and binding on the parties.

H. In arbitration cases challenging a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In arbitration cases where the Union alleges a contractual violation or dispute over a working condition, the Union shall have the burden of proof.

Section 6 Miscellaneous

A. Tape recorders or other electronic recording devices shall not be used by any party participating in the grievance, except by mutual agreement of the parties. This provision shall not apply to arbitration hearings.

B. Any of the time limits or steps set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of the parties.

C. If at any step of the grievance procedure the Employer fails to respond within the designated time limits, the grievance shall be automatically forwarded to the next level.

D. Any grievance shall be considered as settled on the basis of the last answer of the Employer if not appealed to the next step or arbitration within the time limitations set forth herein.

E. A party to this Agreement or an individual grievant may be represented by counsel at any step of the grievance procedure at their own cost.

F. The issue of non-grievability may be properly raised at any step of the grievance procedure. The arbitrator shall decide all issues regarding the grievability of grievances.

G. Grievances may be withdrawn by the Union at any step of the grievance procedure without prejudice and without precedence except as to objections to timeliness.

H. The arbitration procedure set forth in this article shall not apply to events which occur before the effective date of this Agreement.

ARTICLE 9

GENERAL PROVISIONS

Section 1 - Safety

Management has the absolute right and responsibility to establish and maintain a safe and healthy work environment. The District shall provide protective devices, protective personal equipment (PPE) and all other equipment as required by OSHA or as it deems necessary for the protection of employees from injury. Any supplies required to maintain the vehicles cleanliness and or safe operation shall be provided by the District. All District vehicles shall be maintained in safe operating condition. In the event an employee is injured on the job and is unable to complete his shift, such employee will be paid for the full shift on the day of the injury and in accordance with the Districts workers compensation policy.

Section 2 - Physical Examinations and Drug Tests

Physical examinations including drug screening when required as a condition of employment or otherwise required by law, shall be paid for time and all costs of such examination shall be borne by the District.

Section 3 –Temporary Employees and Supervisors Working

Supervisors shall not perform work that is normally performed by members of the bargaining unit except in an emergency or for purposes of training. An emergency shall include a situation when there are not sufficient qualified bargaining unit employees to do the work, but the District will not utilize this emergency exception to avoid hiring bargaining unit employees.

The Union recognizes the right of the District to hire and use temporary and emergency Driver (s) for short term operational purposes which cannot be fulfilled with classified drivers/dispatchers.

For purposes of this agreement temporary employee is defined as, the employment of a person hired to perform a job which is limited in nature or is on a seasonal basis and which will not exceed nine (9) months of employment unless otherwise approved by the Executive Director. Temporary employees may fill in for classified employees on Long Term Disability, Family Medical Leave, Worker's Compensation, and extended leave without pay, or for other authorized absences. In the event that the Executive Director deems necessary the extension of the temporary appointment beyond nine (9) consecutive months, the Employer will meet with the Union to discuss the conversion of the position from temporary to classified, subject to budgetary constraints and Board of Directors approval.

Emergency employee is defined as employment of a person when an emergency condition exists that would, in the opinion of the Executive Director, compromise the public health, safety, and welfare, or severely curtail the normal operations of the District. No individual shall hold an emergency appointment longer than one hundred (100) days or an aggregate eight hundred (800) hours in any nine (9) month period, unless approved by the Executive Director. The

Executive Director will notify the Union in the event of an appointment longer than one hundred (100) days.

ARTICLE 10

SHOP STEWARD

Section 1 - Notification

The District recognizes and will deal with the accredited Shop Steward(s). The Union agrees to furnish the District with the name(s) of the shop steward(s). The District agrees to furnish the Union with a list of its supervisory employees with whom the Union shall deal in the adjustment of grievances. The Union shall notify the District promptly, in writing, of any change in shop steward(s), and the District shall notify the Union promptly of any changes in supervisors.

Section 2 - Investigations

To facilitate the handling of grievances, the shop steward may from time to time, as need arises, and after notice to his supervisor, advising his supervisor as to the nature of the grievance to be investigated or adjusted, leave his work to investigate or assist in the settlement of grievances arising within his jurisdiction. No shop steward shall leave his assigned work or route unless the Supervisor has made a reasonable accommodation in finding a qualified employee to continue the work shift of the Shop Steward. Time so spent shall be paid for at the employee's regular rate of pay and in no circumstances shall it result in overtime or comp time payment or be counted as hours worked for the purpose of computation of overtime or comp time pay. Time spent investigating and processing grievances or conducting union business outside of assigned work hours shall not be compensated.

It is understood and agreed that the District has limited staff and provides transit services that operate on fixed schedule and that a Shop Steward has full-time work to perform, and time spent investigating or assisting in the settlement of grievances shall be held to an absolute minimum due to the operational impacts it imposes upon the District. Any alleged abuses may be called to the attention of the local representative of the Union, and shall be corrected if necessary. In the event that the District is not satisfied with the Union's resolution of the alleged abuses, the District may reopen this Section of the Agreement dealing with investigations and reasonable time. If no agreement is reached during such negotiations, the District may use the impasse resolution procedures provided for in PEBA. This paragraph shall not preclude the District from taking disciplinary action to address the abuse of time.

ARTICLE 11

MILITARY CLAUSE

Employees in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Act (USERRA), Title 38, US Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable State and Federal laws. This shall include continuation of health coverage to the extent required by USERRA, and continuation of pension contributions for the employees' period of service as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by statute.

ARTICLE 12
HOURS OF SERVICE

Section 1 - Workday – Workweek

The basic work week for full time employees shall consist of forty (40) hours in a seven-day period. The work week commences at 12:01 a.m. every Saturday and ends at 12:00 p.m. on Friday. There are two (2) work weeks in a pay period. Generally a one (1) hour unpaid lunch break shall be provided to all employees; however, work schedules, bid shifts and other job-related functions may necessitate variations in the scheduling of the lunch break, however no employee shall be denied the ability to take a lunch break if they so choose. In addition all employees shall receive a fifteen (15) minute paid break period as close to the midpoint of the first half of their shift as possible and a fifteen (15) minute paid break period as close to the midpoint of the second half of their shift as possible. Paid rest breaks are a benefit and are not guaranteed due to the nature and make up of transit routes. From time to time employees may be required to work through their rest break. However, paid rest breaks may be inclusive as accumulated in layover times in the route schedules i.e. 5-8 minute layovers every hour. In the interest of good health, the District encourages the employees to take their paid break when possible. When paid breaks are taken while on route, drivers are to alert any passengers on the bus, request that they temporarily exit and secure the bus while the break is taken within the scheduled layover time. Drivers are responsible to remain in reasonable sight of the vehicle or to secure the vehicle when taking breaks. Employees shall not combine two (2) relief periods into one (1), nor are they allowed to combine a relief period with a lunch break. Relief periods shall not be eliminated to start or leave early on a regular basis. Relief periods are considered hours worked; lunch breaks are considered hours not worked. In addition, due to the nature of the work performed, drivers shall be allowed to take restroom breaks at times and places where appropriate facilities are available.

Section 2 – Overtime

An employee, who is authorized and approved in advance by their supervisor and required to work in excess of the normal work week (forty [40] hours), shall be compensated for such overtime at one and one-half (1 1/2) times their hourly rate or unless otherwise specified in the Fair Labor Standards Act (FLSA). Such compensation shall be paid overtime. Overtime shall not be pyramided.

The following hours are considered as hours worked for the purpose of qualifying for overtime pay;

1. Hours actually worked;
2. Paid holidays;
3. Hours allowed for voting time;
4. Jury duty;
5. Hours allowed for court duty when appearing as a witness on behalf of the District or because of an official capacity with the District; and
6. Training time.

C. The following are not considered as hours worked and are not used for the purpose of computing overtime;

1. Vacation;
2. Sick leave;
3. Military leave;
4. Funeral leave;
5. Injury leave;
6. Lunch break;
7. Comp-time hours used.

Section 3 - Overtime Assignments

All scheduled overtime shall first be offered by seniority on a voluntary basis to qualified employees. In the event an insufficient number of qualified employees volunteer for such overtime, overtime work will be filled by assigning the necessary number of additional employees in reverse seniority order. The District agrees to give as much advance notice as possible of the requirement to work overtime. The District agrees to give reasonable consideration to an employee's request to be released from overtime in instances of verifiable extreme hardship.

ARTICLE 13

HOLIDAYS

Holiday pay is based on eight (8) hours of pay for full-time employees and prorated hours for part-time regular employees. An employee whose work day is in excess of eight hours may request to utilize annual leave for any absence in excess of eight hours on the day that the holiday is observed. In order to eligible for Holiday Pay the employee must be in approved paid status on both the regular scheduled workday immediately preceding the holiday and the regular scheduled workday immediately following the holiday. The following Holidays will be observed commencing January 1, 2014. Until then the District's current adopted Holiday schedule be observed.

New Year's Day

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

A recognized holiday falling on Saturday will be observed on the preceding Friday and a recognized holiday that falls on a Sunday will be observed on the following Monday.

An employee who is required to work on a holiday shall be compensated at the rate of one and one-half (1.5) times their hourly rate for all hours worked in addition to eight (8) hours holiday pay.

An employee who does not work on a holiday that occurs on their regularly scheduled workday shall receive their scheduled hours, at the straight time rate of pay, as holiday pay.

When the holiday falls outside the employees' normal scheduled workday or falls during an approved vacation day, such employee shall receive eight (8) hours of holiday pay and not get charged vacation time. Part-time employees will receive holiday pay based on the number of hours that they would normally have worked provided that the holiday falls on a part-time employee's regular scheduled workday.

ARTICLE 14

SICK LEAVE

Employees will accrue Sick Leave hours at the rate of 6.67 hours per month or eighty (80) hours per year. Periods of leave without pay shall not count for the purpose of accruing sick leave.

Sick leave may be used for any period of approved absence with pay from regularly scheduled work resulting from:

1. Employee having an illness or injury which renders them unable to perform their duties;

2. An employee having a medical examination, consultation, or treatment by a licensed practitioner;

3. An employee's immediate family member defined as the employee's spouse or domestic partner, child or parent as defined by the Family and Medical Leave Act (FMLA) requiring their presence because of injury, illness or medical treatment.

An employee taking sick leave must notify their supervisor in a timely manner in order for arrangements to be made for a replacement driver or dispatcher. The following notice requirements shall apply:

1. Minimum of twenty-four (24) hours' notice to the employee's supervisor, for prescheduled medical or dental appointments;
2. Minimum of two (2) hours' notice prior to beginning of the employee's shift to the employee's supervisor for illness or accident. The District shall designate phone numbers to be used in the event that the employee's supervisor cannot be reached, which shall have the capability of verifying the call (leave message, caller ID, etc.).

For each absence an employee must submit upon the approved form an explanation of the reason for such absence. All forms must be submitted prior to the taking of any sick leave due to medical or dental appointments. All forms must be submitted within 24 hours or the end of the next scheduled work day after returning from an unexpected illness or injury. Failure to do so may result in leave without pay and disciplinary action.

An employee must keep the supervisor informed of their condition if an absence is for more than two (2) working days in duration. In cases of absences of more than two (2) consecutive days the District shall provide the employee with the appropriate FMLA paperwork which must be filled out and returned in order to determine if the absence is a covered event under FMLA. The District may also require the employee to furnish a written medical statement issued by a licensed physician or practitioner, or other evidence of illness that confirms the illness of the employee or their immediate family member, provides an estimate of when the employee will be able to return to work, states whether the employees incapacity will require intermittent treatments, states the estimated frequency and duration of such treatments, and provides the estimated period for recovery, if known. Abuse of sick leave may be cause for disciplinary action. If an employee's leave qualifies as protected leave under FMLA, the District may require a medical certification as provided by federal law.

Unused sick leave hours shall be cashed out and or banked annually by the last pay period in February for unused hours from the previous year. Employees with a current bank of sick leave hours will retain that bank, which will be classified as a catastrophic sick leave bank and not available for sick leave cash out. An employee may not bank more than seven hundred-twenty (720) hours of catastrophic sick leave. If an employee chooses to bank hours from the previous year into their catastrophic sick leave bank, those banked hours are not available for the cash out provision of this Section.

Catastrophic sick leave is defined as a medically excused leave as defined under FMLA and the District's FMLA Administrative Policy and Procedures, or to meet the minimum waiting period for eligibility for short term or long term disability. Catastrophic sick leave is not eligible for family members except as provided for under FMLA purposes. Accrued catastrophic sick leave is only available after all accumulated casual sick leave has been exhausted. It is designed to provide

income protection for an employee meeting the above definitions. It is not available under any other circumstances. Catastrophic leave is not a benefit in which an employee vests. It is not paid out upon leaving the District nor available to be cashed out on an annual basis.

In order to be eligible for the annual cash out, employees must have completed their probationary period and will be cashed out at the following rates:

Number of hours of sick leave hours used	**Percentage payment rate for cash out.**
24 Hours or Less	100%
25 Hours to 40 Hours	75%
41 Hours to 48 Hours	50%
49 Hours or More	25%

All employees who are separated from the District payroll before one (1) year of employment shall not be eligible to cash out unused sick leave hours.

ARTICLE 15

FUNERAL LEAVE

In the event of a death in the employee's family the employee shall be granted up to three (3) scheduled workdays off without loss of pay to arrange for and or attend the funeral or memorial services. A member of the employee's immediate family includes: spouse or domestic partner, child, father, mother, brother, sister, grandparent, grandchild, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, current son-in-law, and current daughter-in-law. In the event the funeral or memorial service is held out of state the employee may be granted two (2) additional days off. The Employer may require the employee to provide proof of death of the family member.

ARTICLE 16

JURY DUTY

When an employee is required to report for jury duty, and who is released from jury duty before the end of the scheduled work day, shall contact their supervisor to receive instructions on whether to report for work the remainder of the day. The employee shall be compensated at the regular

straight time rate of pay. Fees received from the court, excluding reimbursement for travel and meals, shall be remitted to the District. Time spent on jury duty shall be considered time worked.

ARTICLE 17

INCLEMENT WEATHER LEAVE

Section 1 – Full-Day Closing

Paid weather related time due to closing will be limited to an amount equal to the hours that the employee was scheduled to work or would normally have worked on the day in question. If an employee has reported to work prior to the decision to close being made, weather related time will only make an employee whole up to the amount of their scheduled or normal working hours for that day.

Section 2 - Partial-Day Closing (delayed opening/early closing)

In the event that the normal reporting time is delayed, employees working that day will receive paid time for the period between their scheduled or normal reporting time and the rescheduled reporting time. In the event of an early closing time, those employees working that day will receive paid time between the rescheduled closing time and their scheduled or normal closing time. Employees who are on leave, have called in sick, or have called prior to a decision to alter operating hours to advise that they will not be reporting to work are not eligible for any additional time or for a refund of leave balances. Employees not scheduled to work on weather related closure or partial closure day are not entitled to receive extra pay for that day.

ARTICLE 18

VACATION

Section 1 – Amount

Employees shall be entitled to vacation upon fulfilling the requirements set forth below:

A) All employees having one (1) year of service shall receive two (2) weeks paid vacation (3.077 hrs. per pay period beginning on the first month of employment)

B) All employees having five (5) years of service shall receive three (3) weeks paid vacation (4.62 hrs. per pay period beginning on the 49th month of employment).

C) All employees having ten (10) years or more of service shall receive four (4) weeks paid vacation (6.15 hrs. per pay period beginning on the 109th month of employment).

D) All employees having twenty-five (25) years of service shall receive five (5) weeks paid vacation (7.69 hrs. per pay period beginning on the 300th month of employment).

For the purpose of this section an employee's service shall start with their most recent date of hire with the District. Periods of leave without pay shall not count for the purpose of accumulation of annual leave. Employees may accumulate and carry over into the first pay period of the calendar

year accrued unused vacation, not to exceed two (2) times the annual accrual. All hours of annual leave that exceed two (2) times the annual accrual must be used by the end of the last pay period in the calendar year earned or be forfeited.

Section 2 – Separation

All employees who are separated from the District's payroll after more than one (1) year of employment shall be paid for unused earned vacation and pro-rata for all vacation accrued up to the time of separation.

Section 3 - Vacation Selection

All vacation bidding will be done on an annual basis in early December for the following year. Vacations bid during the annual bidding period shall be awarded by seniority. Any vacation not bid during this period shall be awarded on a first come/first served basis. In no circumstances shall an entire department, division or unit be permitted to take annual leave at the same time. Supervisors shall be responsible for scheduling annual leave so as to avoid unreasonable interference with District operations.

Section 4 - Split Vacations

Vacation may be taken in full week increments, full day increments, or on an hourly basis as needed, provided the employee has prior approval of his supervisor, or in cases of proven emergency. Such approval of vacation requests shall not be unreasonably withheld; taking into consideration the manpower needs of the District, and once approved shall not be changed unless mutually agreed to by the employee and the Employer.

ARTICLE 19

HEALTH AND WELFARE

The District agrees to retain the current cost sharing contribution rate as follows: eighty percent (80%) paid by the District and twenty percent (20%) paid by the employee.

ARTICLE 20

PENSION

The District is required to by law to abide by the Public Employees Retirement Act (PERA) of New Mexico as is now in effect. The District has elected to participate in Municipal Plan 2 which requires a contribution rate of 18.3% of employee pay. The District agrees to pay 9.15% of the required contribution rate as its employer contribution. The employee agrees to contribute 9.15% of the employee's share of the required contribution rate.

ARTICLE 21

SAVINGS CLAUSE

In the event that any Federal or State legislation, government regulation, or court decision causes invalidation of any sentence, paragraph, section or Article of this Agreement, the District and the Union agree to meet as soon as possible to negotiate any affected portion. All other Articles not so invalidated shall remain in full force and effect.

ARTICLE 22

COMPLETE AGREEMENT

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no express implied statement or previously written or oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Employer's discretion and control.

It is recognized that the Employer has certain Personnel Rules and Regulations. The specifics of these rules and regulations have not been the subject of collective bargaining. The Union recognizes the Employer's right to establish and maintain such rules and regulations. Such rules and regulations may apply to bargaining unit employees so long as they do not conflict with any terms of this Agreement.

The District agrees to inform the Local Union of any new rule(s) or regulation(s) affecting bargaining unit members.

ARTICLE 23

DURATION

This Agreement shall be effective from April 5, 2013 through June 30, 2014 and shall remain in full force and effect from year to year thereafter, contingent upon sufficient appropriations, (see Appropriations -Article 24) unless either party notifies the other party in writing no less than sixty (60) days prior to June 30, 2014 or any June 30 thereafter of its intent to re-open the Agreement.

ARTICLE 24

APPROPRIATIONS CLAUSE

The terms of this Agreement are contingent upon sufficient appropriations and authorization of appropriations being made by the District's Board of Directors for the performance of this Agreement. If sufficient appropriations and authorization of appropriations are not made by the District's Board of Directors, the parties are to renegotiate through arm's length negotiations. The District's decision as to whether sufficient appropriations are available shall be final and subject to immediate renegotiation by the parties upon written request by either party. Refusal of the Board to honor the financial terms agreed to in the Collective Bargaining Agreement through arm's length negotiations for any reason, other than financial inability to meet its obligations, shall constitute a breach of this Agreement.

ARTICLE 25

Wage adjustment and Salary Plan

For Fiscal Year 2013 the following wage increases shall apply to employees subject to collective bargaining;

All CDL holders shall receive a seventy-five cent ($.75) per hour increase effective April 5; 2013.All non-CDL employees shall receive a 2.5% per hour wage increase effective April 5, 2013. In addition and effective as of April 5, 2013 all full time employees will receive a one-time salary distribution for services rendered during pendency of bargaining negotiations of $620.00. Except that all part-time employees will receive a proportional and pro-rated one-time salary distribution based upon the proportionate number of hours worked in the 2012-2013 fiscal year as compared with full time employees.

Salary Plan

2013 Current

Position	Minimum	Maximum
Driver	**$25,249 (12.14/hr.)**	**$35,999 (17.31/hr.)**
Dispatcher	**$27,197 (13.08/hr.)**	**$38,776 (18.64/hr.)**

To be replaced by the following:

April 5, 2013 (New)

Position	Minimum	Maximum
Driver	**$25,882 (12.44/hr.)**	**$36,905 (17.74/hr.)**
Driver CDL	**$26,811 (12.89/hr.)**	**$37,565 (18.06/hr.)**
Dispatcher	**$27,887 (13.41/hr.)**	**$39,740 (19.11/hr.)**
Dispatcher CDL	**$28,776 (13.83/hr.)**	**$40,331 (19.39/hr.)**

- **Salary/wage progression from a driver non-CDL or dispatcher non-CDL position to a driver CDL or dispatcher CDL position is limited to the availability of budgeted positions and the Districts needs as solely determined by the District.**

If an employee is required to drive their own vehicle to an alternate report to location they shall be paid the applicable Federal mileage reimbursement.

No current employee shall suffer a loss of wages as a result of this agreement.

_____ _____

Anthony J. Mortillaro

Executive Director

NCRTD

_____

Date

Moises L. Ortega

President

Teamsters Local 492

_____

Date

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date:

Agenda Item - E

Title: Resolution No. 2013-06 authorizing the Reallocation of Fiscal Year (FY) 2013 Capital Budgetary line items for purchase of Bus Fleet.

Prepared By: Glenda Aragon, Finance Manager

Summary: Resolution No. 2013-06 allows staff to reallocate capital funds for the purchase of the remaining Fleet bus award.

Background: The NCRTD was awarded a "state of good repair grant" of $350,000 for expenditure in FY 13 for the purchase of replacement Buses for the District. The Request for Proposal sent out to bid was for the purchase of four (4) buses. The awarded bus vehicle vendor proposed the following: one (2) Transit bus, fourteen (14) passenger in the amount of $75,245, One (1) transit bus, eighteen (18) passenger in the amount of $78,074.00, One (1) transit bus, twenty-eight (28) passenger in the amount of $149,966.00.The total amount to purchase the buses was $378,530, which exceeded the budgeted funds by $28,530.00.

To accomplish the purchase of the buses, staff is requesting the reallocation of Capital budgetary line items. At the February Board meeting staff presented a mid –year budget update and a listing of capital items that would be frozen for the remainder of the year due to a decrease in GRT revenues. That list of capital items included those projects that did not have any associated federal funding. One item in particular on the list of budgeted capital items was the HVAC/Entry Garage Door which was budgeted for $30,000. Staff is requesting that this item be removed from the FY 13 Capital budget listing and a portion of those funds totaling $28,350 be reallocated to the Fleet purchase line item for a new total of $378,530. If this reallocation is recommended and then

approved by the Board a budget amendment will not be necessitated. This will allow the staff to complete the purchase of the fourth bus.

Recommended Action: It is recommended that the Board adopt Resolution No. 2013-06, Reallocation of Capital budgetary line items for purchase of Bus Fleet. The Finance Subcommittee met and reviewed this request at their March 22, 2013 meeting and has recommended that the Board approve this item.

Options/Alternatives:

1. Take no action; or
2. Adopt the resolution, (recommended); or
3. Amend the Resolution and policy items and then take action to adopt.

Fiscal Impact: No impact.

Attachments:

1. NCRTD Resolution No. 2013-06
2. FY 13 Amended Capital Budget

North Central Regional Transit District (NCRTD)
Resolution 2013 - 06

REALLOCATION OF FISCAL YEAR 2013 CAPITAL BUDGETARY LINE ITEM FOR PURCHASE OF BUS FLEET

WHEREAS, the NCRTD was awarded a "state of good repair grant" of $350,000 for expenditure in Fiscal Year 2013 for the purchase of replacement Buses for the District; and

WHEREAS, the NCRTD received bid proposals and the subsequent purchase amount of $378,530 will exceed the total amount awarded, by $28,530.00.

WHEREAS, at the February Board Meeting staff presented a mid-year budget update and a listing of capital items that would be frozen for the remainder of the year; and

WHEREAS, the NCRTD staff is requesting that the capital budgetary item for HVAC/Entry Garage door that was budgeted for $30,000 be removed from the FY 13 Capital budget listing and a portion of those funds totaling $28,530 be reallocated to the Fleet Bus purchase line item for the total of $378,530.

WHEREAS, the Board of Directors of the NCRTD hereby approves the budget reallocation of the line item within the Capital budget without the necessity to amend the FY13 Budget in compliance with the NCRTD Financial Policies providing for the reallocation of line items, which will allow the staff to complete the purchase of the fourth bus.

NOW, THEREFORE BE IT RESOLVED by the NCRTD Board of Directors that the request to reallocate funds within the Capital Budgetary line item from the HVAC/Entry Garage door to the Fleet Bus purchase as attached hereto, in the amount of $28,530.00, is approved and adopted this 5th day of April, 2013.

_____
Daniel Barrone, Chairman

Approved as to form:

_____
Peter Dwyer, Counsel

FY13 Amended
Capital

GL Code	Acct Title	FY11 Actual	FY12 Budget	FY12 Year to Date	FY13 Approved	FY13 Request of Amendment	Reallocated Amt
	Other Expenditures						
6330105	Buildings	933,119.86	1,989,465.00	949,819.65	180,000.00		
	Exterior HVAC Enclosure and entry garage door				~~30,000.00~~	(28,530.00)	1,470.00
	Photovoltaic Electrical production				150,000.00		
	Bus Shelters	52,429.63	76,421.00	8,819.94			
	Buildings	880,690.23	1,913,044.00	940,999.71			
6330115	Furniture/Fixtures	0.00	223,766.00	13,831.21	192,326.00		
	Fueling Facility				112,326.00		
	Shelters, Signage, Trash Recepticals and Schedule Holders				80,000.00		
	Furniture/Fixtures & Equipment		223,766.00	13,831.21			
6330125	Other Capital Expenses	276,756.42	870,062.00	778,818.96	1,140,000.00		
	Scheduleing, Reporting, Vehicle Location Software				450,000.00		
	Fleet 4 buses	265,880.00	870,062.00	771,069.96	~~350,000.00~~	28,530.00	378,530.00
	Mobile Radios	10,876.42		7,749.00	0.00		
	Building Construction / FFE Carryover				333,000.00		
	Plow for front of RTD truck for snow removal				7,000.00		

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: April 5, 2013
Agenda Item - F

Title: Discussion and direction in respect to preparing electronic (paperless) agendas only.

Prepared By: Anthony J. Mortillaro, NCRTD Executive Director

Summary: To discuss and consider the cessation of paper board packets except for those required for the general public.

Background: At the March 1, 2013 Board meeting it was suggested that the District should consider ceasing the preparation of paper board packets for Board members. The concern that prompted such a request for consideration is the fact that many times a board packet maybe at least 300 pages long and it results in over 4,500 paper pages per meeting being printed. For some members the PDF distribution of the agenda (paperless) may suffice since they possess electronic equipment (laptop, I pad or notebook) capable of displaying the information during the board meeting. However, other Board members may not have access to such computerized mobile equipment. It has not been requested that the District would provide such hardware for Board members. The use of a paperless agenda and board packet could streamline the preparation process and reduce some environmental impacts and eliminate paper costs, printing costs, staff time associated with copying and preparation of the binders.

Recommended Action: It is recommended that the Board discuss and provide direction to staff on this topic.

Options/Alternatives: The Board may consider the following options/alternatives:

1. Take no action; or
2. Request that staff solicit from each Board Member their preferred board packet distribution method and only prepare a paper packet for those Board Members that request such; or
3. Provide further direction.

Fiscal Impact: Cost of paper for each packet plus staff time to prepare, collate and place in binder estimated at $265/meeting.

Attachments:

N/A

North Central Regional Transit District
Financial Summary
As of March 28, 2013

Summary:
The North Central Regional Transit District (NCRTD) is currently reporting 9 months of financial activity. The standard for expenses that should be spent for the nine month period is 75% of the budget.

The month of March does not reflect all expenses because the Finance Department will continue to process invoices for the remainder of the month.

All budget figures in the revenue and expense charts and tables have been divided using a straight-line method to allocate monthly budget figures. A comparative analysis in revenue and expenses is presented to compare the previous year operating results.

Financial Highlights

Revenue:
As of March 28, 2013, total revenue of $5,687,245 was received by NCRTD. The revenue consists of $4,017,406 of Gross Receipt Taxes (GRT) collected by participating counties, $1,119,178 of Federal Revenue, $500,000 Local match from Los Alamos County, $50,661 of Proceeds from the Sale of Auctioned Vehicles, Transit Fares, Bank Interest and Miscellaneous Revenue.

The amounts collected in GRT for the months of January 2013, through March 2013 lag two months behind from the counties, from the months of activity. Total collected to date is 58.2% of budgeted revenue.

Expenditures:
For the month ending March 28, 2013, NCRTD recognized expenditures totaling $4,253,223 which is 43.6% of total budgeted expenditures. This percentage is below the standard 75% for the time period, mostly due to quarterly (instead of monthly) payments to the City of Santa Fe and Los Alamos County for transit services.

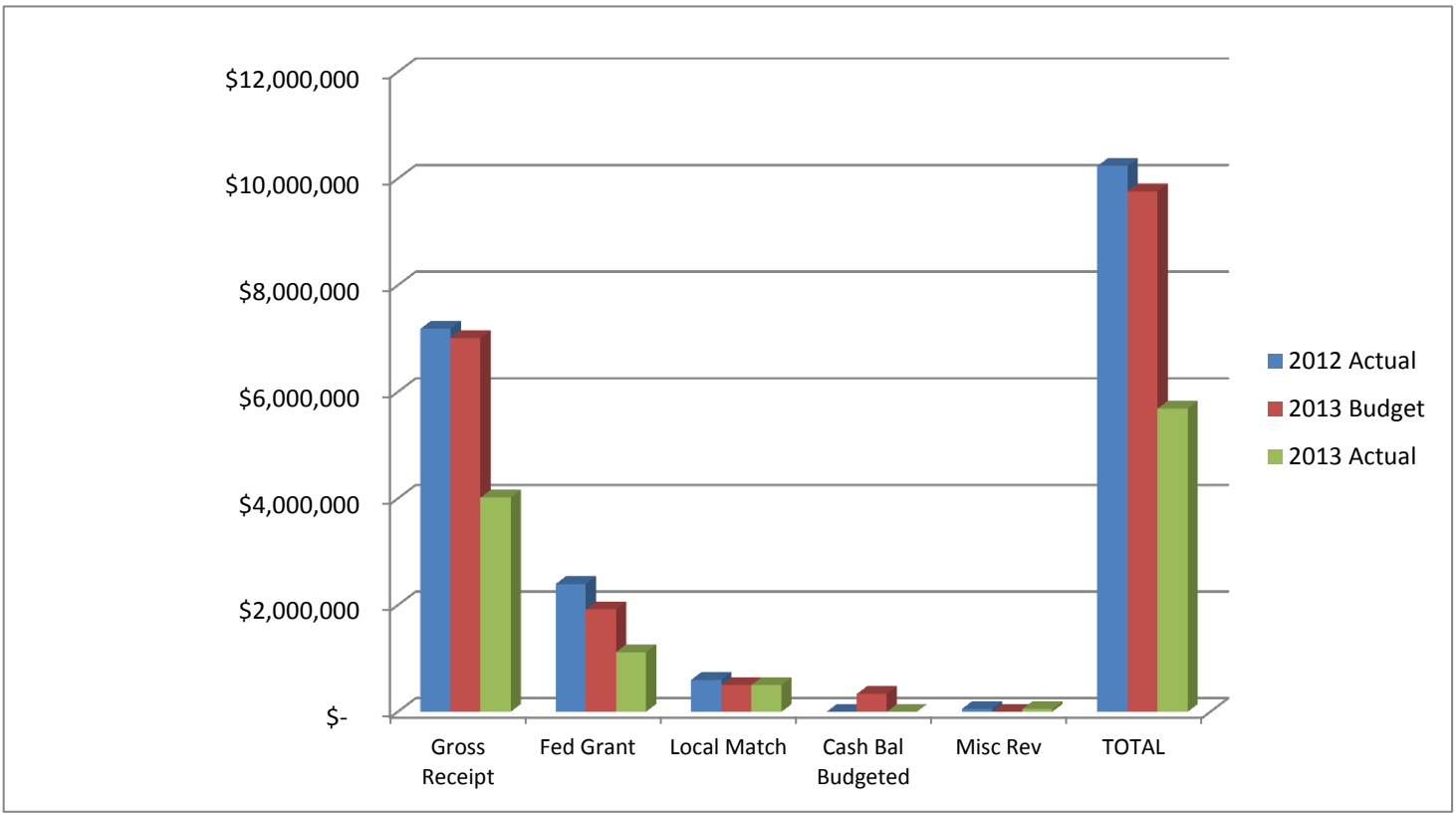
Of the $4,253,223 spent by NCRTD, $543,399 was in Administration, $3,364,669 in Operations and $345,155 was in Capital Outlay.

Administration has spent 46.7% of their budget, Operations has spent 47.5% and 22.8% in Capital Outlay.

Other Financial Updates:

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)
NCRTD Revenue by Sources
As of March 28, 2013



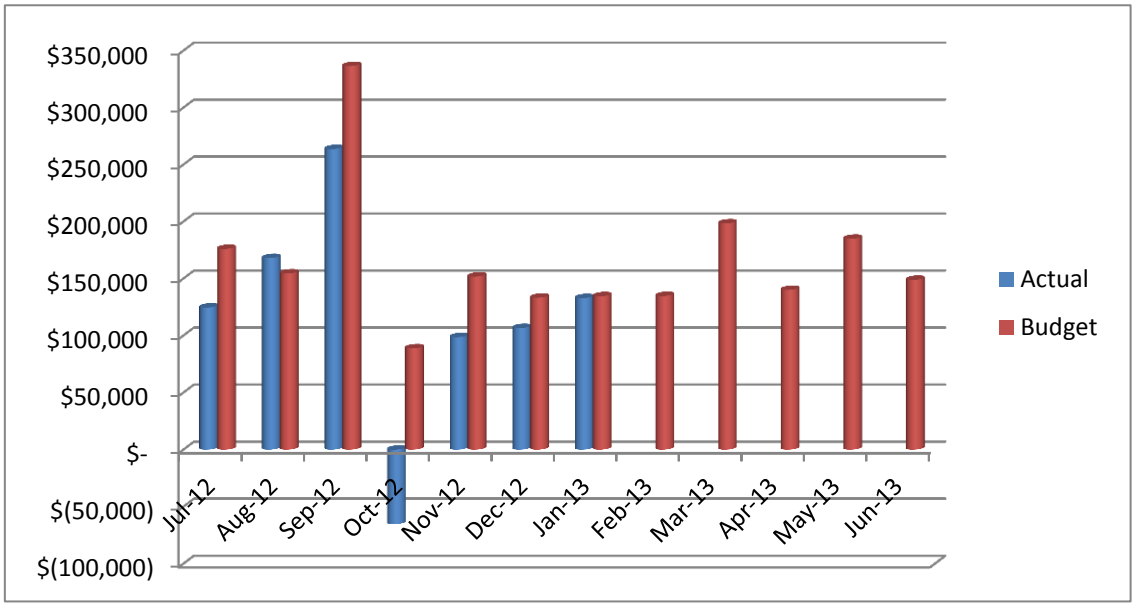
	2012 Actual	2013 Budget	2013 Actual	% of Actual vs budget
Gross Receipt	$ 7,183,334	$ 7,013,800	$ 4,017,406	57.3%
Fed Grant	$ 2,397,970	$ 1,917,879	$ 1,119,178	58.4%
Local Match	$ 600,000	$ 500,000	$ 500,000	100.0%
Cash Bal Budgeted	$ -	$ 333,000	$ -	0.0%
Misc Rev	$ 56,140	$ -	$ 50,661	0.0%
TOTAL	$ 10,237,444	$ 9,764,679	$ 5,687,245	58.2%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Gross Receipts Revenue By County

LOS ALAMOS COUNTY



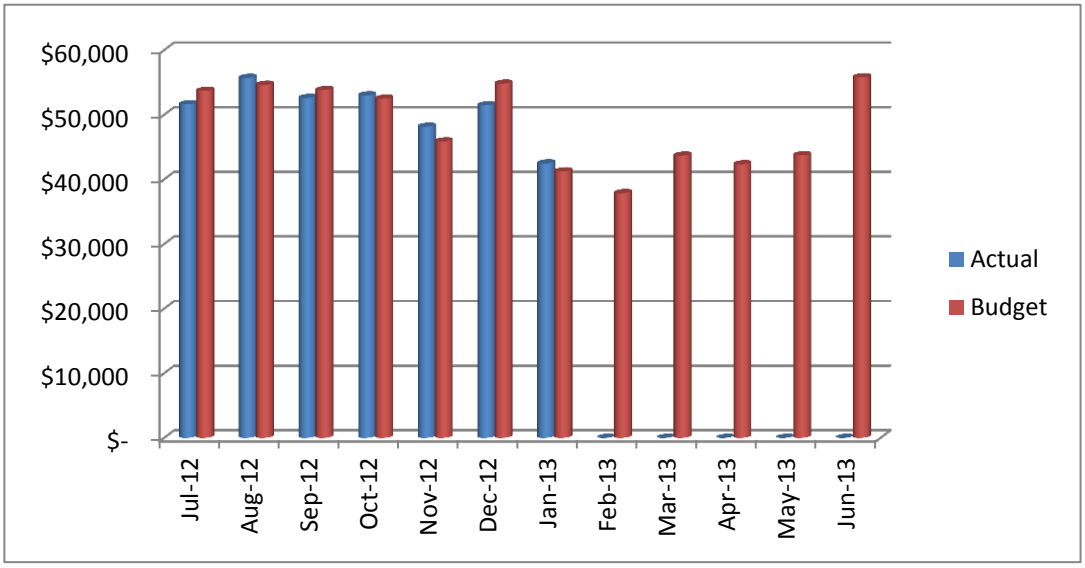
Date Received		Actual	Budget	Actual Revenue % of Monthly Budget
9/24/2012	Jul-12	$ 124,560	$ 176,002	71%
10/26/2012	Aug-12	$ 167,973	$ 154,497	109%
11/26/2012	Sep-12	$ 263,631	$ 336,445	78%
N/A	Oct-12	$ (65,391)	$ 88,794	-74%
1/30/2013	Nov-12	$ 98,601	$ 151,722	65%
2/25/2013	Dec-12	$ 106,557	$ 133,190	80%
3/22/2013	Jan-13	$ 132,835	$ 134,479	99%
	Feb-13		$ 134,677	0%
	Mar-13		$ 198,398	0%
	Apr-13		$ 140,028	0%
	May-13		$ 184,921	0%
	Jun-13		$ 148,848	0%
	YTD Total	$ 828,767	$ 1,982,001	42%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Gross Receipts Revenue By County

RIO ARRIBA COUNTY



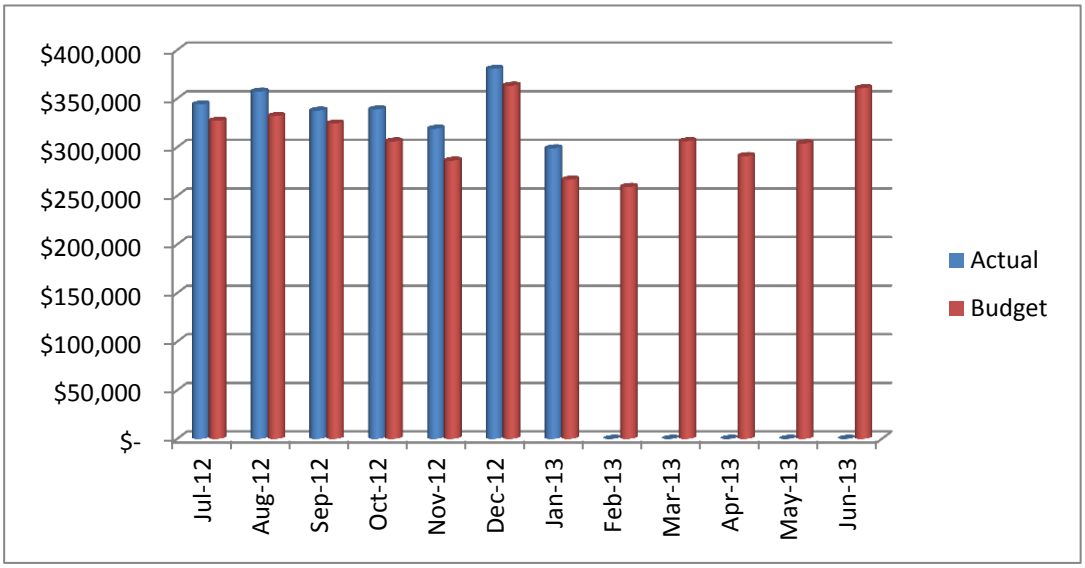
Date Received		Actual	Budget	Actual Revenue % of Monthly Budget
10/11/2012	Jul-12	$ 51,622	$ 53,708	96%
11/8/2012	Aug-12	$ 55,703	$ 54,636	102%
1/9/2013	Sep-12	$ 52,600	$ 53,824	98%
1/9/2013	Oct-12	$ 53,009	$ 52,490	101%
2/7/2013	Nov-12	$ 48,144	$ 45,878	105%
3/1/2013	Dec-12	$ 51,452	$ 54,810	94%
3/28/2013	Jan-13	$ 42,472	$ 41,238	103%
	Feb-13	$ -	$ 37,874	0%
	Mar-13	$ -	$ 43,674	0%
	Apr-13	$ -	$ 42,340	0%
	May-13	$ -	$ 43,732	0%
	Jun-13	$ -	$ 55,796	0%
	YTD Total	$ 355,001	$ 580,000	61%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Gross Receipts Revenue By County

SANTA FE COUNTY



Date Received		Actual	Budget	Actual Revenue % of Monthly Budget
9/25/2012	Jul-12	$ 343,976	$ 327,152	105%
10/25/2012	Aug-12	$ 357,202	$ 331,996	108%
11/30/2012	Sep-12	$ 337,614	$ 324,357	104%
12/20/2012	Oct-12	$ 338,872	$ 305,913	111%
1/24/2013	Nov-12	$ 318,969	$ 286,164	111%
2/27/2013	Dec-12	$ 380,531	$ 363,295	105%
3/21/2013	Jan-13	$ 298,821	$ 266,602	112%
	Feb-13	$ -	$ 259,150	0%
	Mar-13	$ -	$ 306,099	0%
	Apr-13	$ -	$ 290,822	0%
	May-13	$ -	$ 303,863	0%
	Jun-13	$ -	$ 360,686	0%
	YTD Total	$ 2,375,986	$ 3,726,099	64%

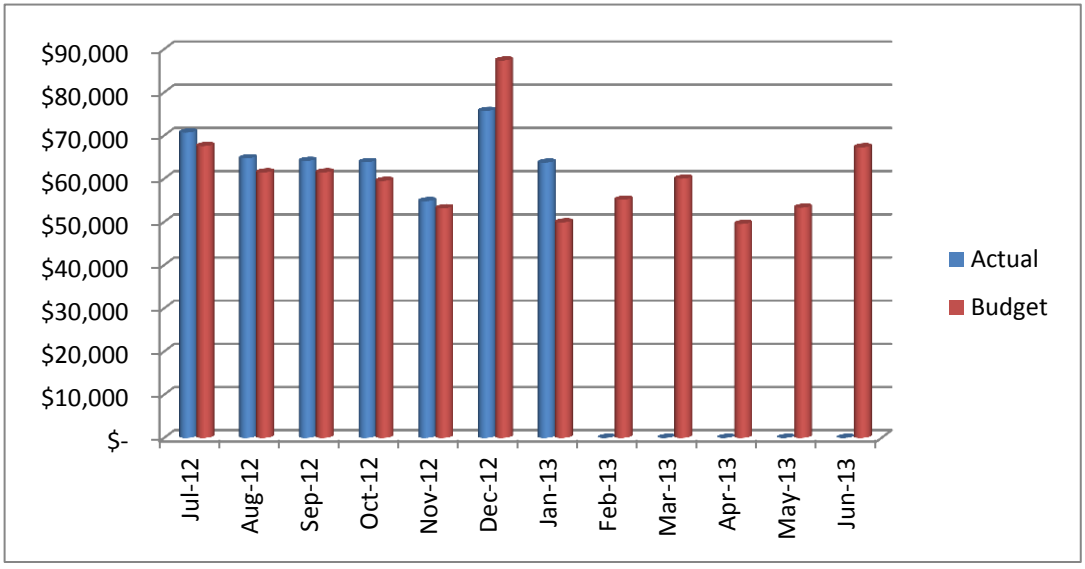
** Note one-half of the SF County GRT is allocated to Rio Metro

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Gross Receipts Revenue By County

TAOS COUNTY

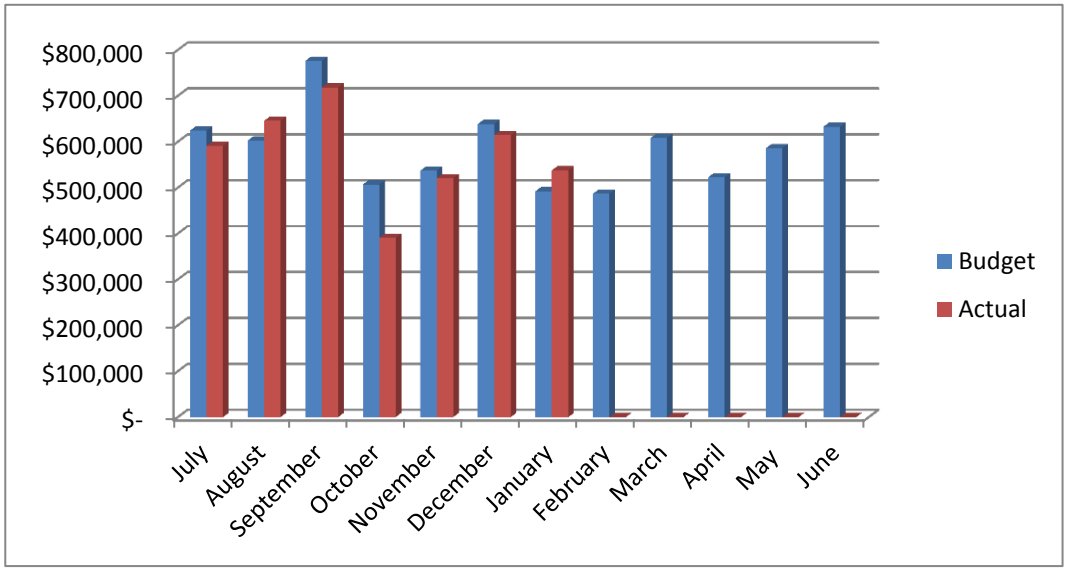


Date Received		Actual	Budget	Actual Revenue % of Monthly Budget
9/22/2012	Jul-12	$ 70,690	$ 67,563	105%
10/22/2012	Aug-12	$ 64,738	$ 61,467	105%
11/26/2012	Sep-12	$ 64,133	$ 61,467	104%
1/9/2013	Oct-12	$ 63,843	$ 59,507	107%
1/30/2013	Nov-12	$ 54,813	$ 53,158	103%
3/1/2013	Dec-12	$ 75,700	$ 87,374	87%
3/22/2013	Jan-13	$ 63,735	$ 49,892	128%
	Feb-13	$ -	$ 55,153	0%
	Mar-13	$ -	$ 60,015	0%
	Apr-13	$ -	$ 49,529	0%
	May-13	$ -	$ 53,303	0%
	Jun-13	$ -	$ 67,272	0%
	YTD Total	$ 457,652	$ 725,700	63%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Gross Receipts Revenue Thru March 28, 2013



Budget to Actual FY2013

($ thousands)

	Budget	Actual	Actual Revenue % of Monthly Budget
July	$ 624,424	$ 590,848	95%
August	$ 602,595	$ 645,616	107%
September	$ 776,092	$ 717,978	93%
October	$ 506,704	$ 390,333	77%
November	$ 536,922	$ 520,527	97%
December	$ 638,669	$ 614,240	96%
January	$ 492,211	$ 537,863	109%
February	$ 486,854	$ -	0%
March	$ 608,187	$ -	0%
April	$ 522,719	$ -	0%
May	$ 585,819	$ -	0%
June	$ 632,603	$ -	0%
	$ 7,013,799	**$ 4,017,406**	**57%**

Prior Year vs. Current Year

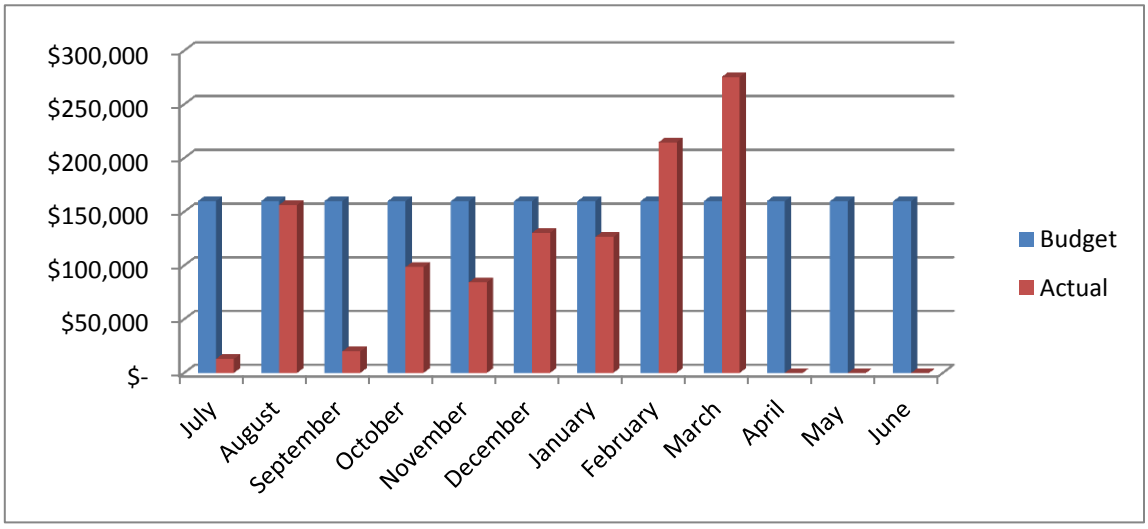
($ thousands)

	Prior Year FY2012	Current Year FY2013	Inc/Dec from Prior Year to Current Year
July	$ 537,428	$ 590,848	$ 53,420
August	$ 637,978	$ 645,616	$ 7,638
September	$ 890,381	$ 717,978	$ (172,403)
October	$ 421,413	$ 390,333	$ (31,080)
November	$ 487,320	$ 520,527	$ 33,207
December	$ 706,831	$ 614,240	$ (92,591)
January	$ 607,499	$ 537,863	$ (69,636)
February	$ 354,166	$ -	$ (354,166)
March	$ 641,741	$ -	$ (641,741)
April	$ 669,266	$ -	$ (669,266)
May	$ 552,255	$ -	$ (552,255)
June	$ 521,420	$ -	$ (521,420)
	$ 7,027,698	**$ 4,017,406**	**$ (3,010,292)**

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Grant Revenue



Budget to Actual FY2013
($ thousands)

	Budget	Actual	Actual Revenue % of Monthly Budget
July	$ 159,823	$ 12,892	8%
August	$ 159,823	$ 156,324	98%
September	$ 159,823	$ 20,023	13%
October	$ 159,823	$ 98,589	62%
November	$ 159,823	$ 84,275	53%
December	$ 159,823	$ 130,478	82%
January	$ 159,823	$ 126,499	79%
February	$ 159,823	$ 214,632	134%
March	$ 159,823	$ 275,465	172%
April	$ 159,823	$ -	0%
May	$ 159,823	$ -	0%
June	$ 159,823	$ -	0%
	$ 1,917,879	**$ 1,119,178**	58%

Prior Year vs. Current Year
($ thousands)

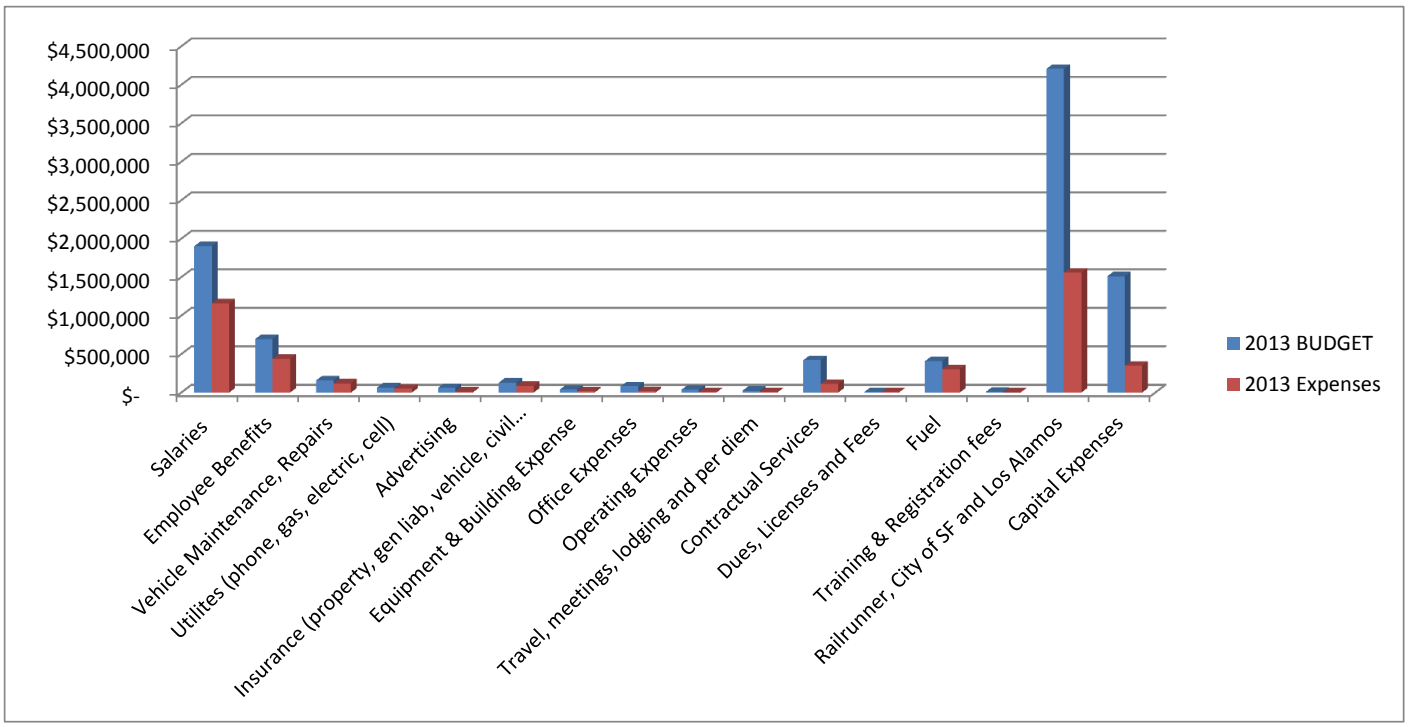
	Prior Year FY2012	Current Year FY2013	Inc/Dec from Prior Year to Current Year
July	$ 117,255	$ 12,892	$ (104,363)
August	$ 277,214	$ 156,324	$ (120,890)
September	$ 147,307	$ 20,023	$ (127,284)
October	$ 106,559	$ 98,589	$ (7,970)
November	$ -	$ 84,275	$ 84,275
December	$ 78,638	$ 130,478	$ 51,840
January	$ 166,375	$ 126,499	$ (39,876)
February	$ 630,114	$ 214,632	$ (415,482)
March	$ 160,966	$ 275,465	$ 114,499
April	$ 315,561	$ -	$ (315,561)
May	$ 153,703	$ -	$ (153,703)
June	$ 192,660	$ -	$ (192,660)
	$ 2,346,352	**$ 1,119,178**	

MONTHLY BOARD REPORT

FY2013 (July 1, 2021 to June 30, 2013)

NCRTD Expenses by Type

As of March 28, 2013



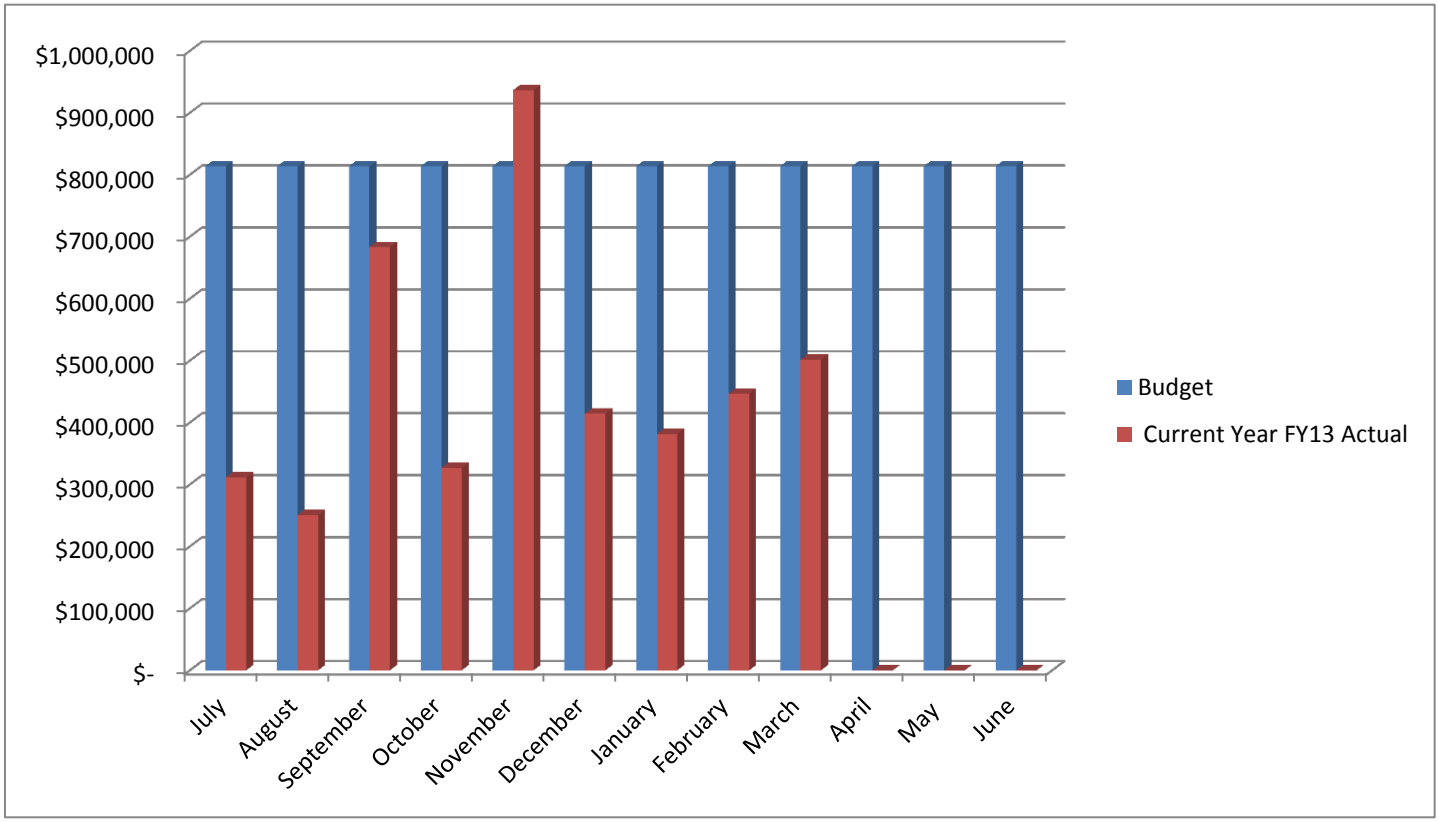
Comparative Expenses by Type

	2013 BUDGET	2013 Expenses	YTD Budget Variance -75%
	$	$	
Salaries	$ 1,903,838	$ 1,159,007	60.9%
Employee Benefits	$ 696,278	$ 440,331	63.2%
Vehicle Maintenance, Repairs	$ 159,000	$ 118,947	74.8%
Utilites (phone, gas, electric, cell)	$ 65,332	$ 50,703	77.6%
Advertising	$ 61,350	$ 13,470	22.0%
Insurance (property, gen liab, vehicle, civil rights)	$ 130,000	$ 85,956	66.1%
Equipment & Building Expense	$ 38,900	$ 18,090	46.5%
Office Expenses	$ 81,765	$ 19,785	24.2%
Operating Expenses	$ 37,400	$ 7,311	19.5%
Travel, meetings, lodging and per diem	$ 23,811	$ 8,318	34.9%
Contractual Services	$ 421,300	$ 111,993	26.6%
Dues, Licenses and Fees	$ 6,600	$ 7,106	107.7%
Fuel	$ 408,600	$ 302,365	74.0%
Training & Registration fees	$ 9,900	$ 1,539	15.5%
Railrunner, City of SF and Los Alamos	$ 4,208,280	$ 1,558,411	37.0%
Capital Expenses	$ 1,512,326	$ 349,892	23.1%
TOTAL	$ 9,764,680	$ 4,253,223	43.6%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

NCRTD BUDGET EXPENDITURES OVERALL



Budget to Actual FY2013
($ thousands)

	Prior Year FY12 Actual	Budget	Current Year FY13 Actual	Inc/Dec of Budget vs Actual	
July	$ 142,344	$ 813,723	$ 311,578	$ 502,145	
August	$ 963,643	$ 813,723	$ 250,791	$ 562,932	
September	$ 721,573	$ 813,723	$ 683,194	$ 130,529	
October	$ 837,581	$ 813,723	$ 326,905	$ 486,818	
November	$ 739,592	$ 813,723	$ 936,612	$ (122,889)	
December	$ 1,080,601	$ 813,723	$ 414,507	$ 399,216	
January	$ 275,156	$ 813,723	$ 381,446	$ 432,277	
February	$ 485,137	$ 813,723	$ 446,430	$ 367,293	
March		$ 813,723	$ 501,760	$ 311,963	
April		$ 813,723	$ -	$ 813,723	
May		$ 813,723	$ -	$ 813,723	
June		$ 813,723	$ -	$ 813,723	
	$ 5,245,627	**$ 9,764,680**	**$ 4,253,223**	**$ 5,511,457**	**44%**

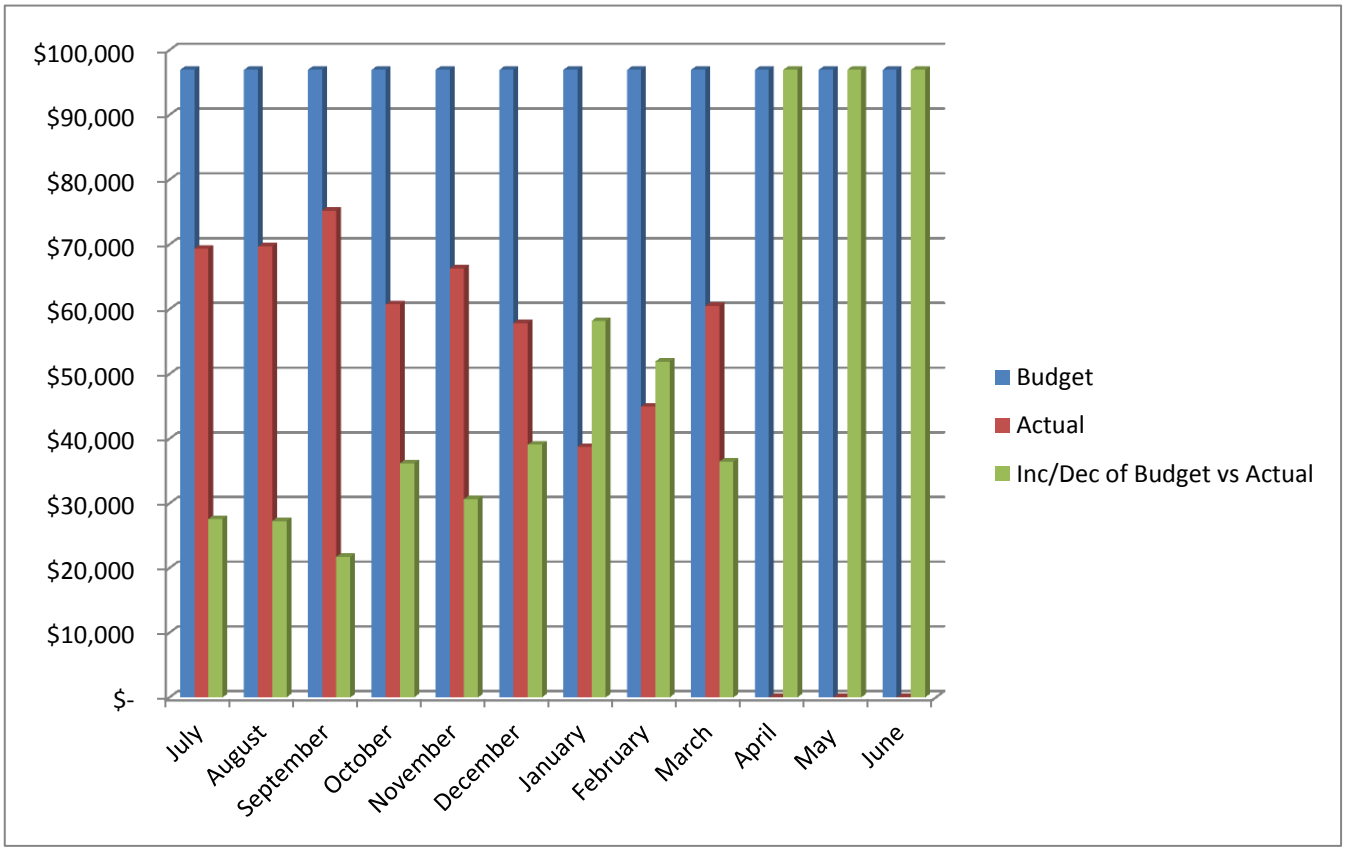
TOTAL NCRTD Budget

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Administration Expense Summary

Year to Date Budget Variance - 75%



Budget to Actual FY2013
($ thousands)

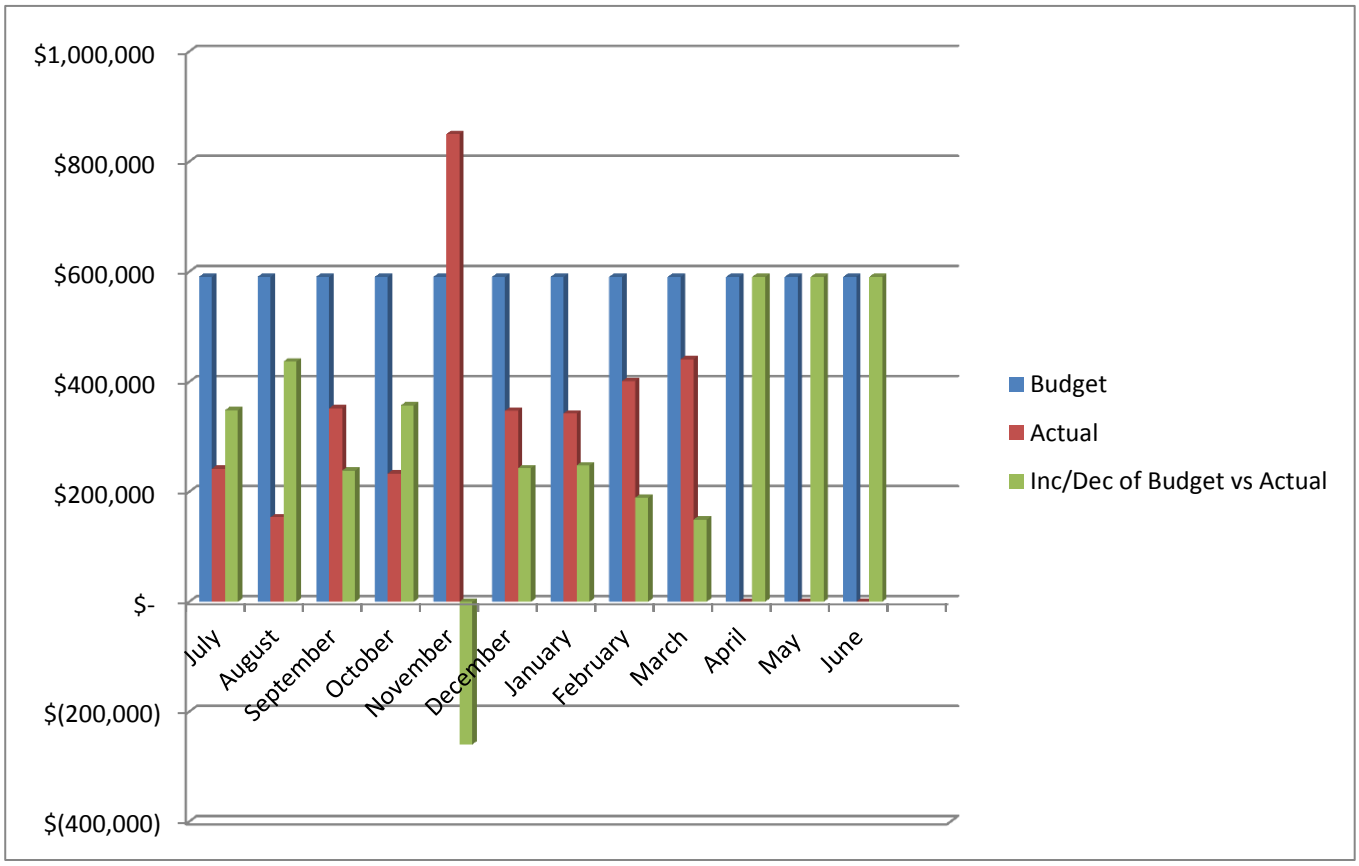
	Budget	Actual	Inc/Dec of Budget vs Actual	YTD Budget Variance -75%
July	$ 96,949	$ 69,348	$ 27,601	71.5%
August	$ 96,949	$ 69,675	$ 27,274	71.9%
September	$ 96,949	$ 75,225	$ 21,724	77.6%
October	$ 96,949	$ 60,747	$ 36,202	62.7%
November	$ 96,949	$ 66,296	$ 30,653	68.4%
December	$ 96,949	$ 57,883	$ 39,066	59.7%
January	$ 96,949	$ 38,744	$ 58,205	40.0%
February	$ 96,949	$ 44,995	$ 51,954	46.4%
March	$ 96,949	$ 60,486	$ 36,463	62.4%
April	$ 96,949	$ -	$ 96,949	0.0%
May	$ 96,949	$ -	$ 96,949	0.0%
June	$ 96,949	$ -	$ 96,949	0.0%
	$ 1,163,388	**$ 543,399**		**46.7%**

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Operating Expense Summary

Year to Date Budget Variance - 75%



Budget to Actual FY2013
($ thousands)

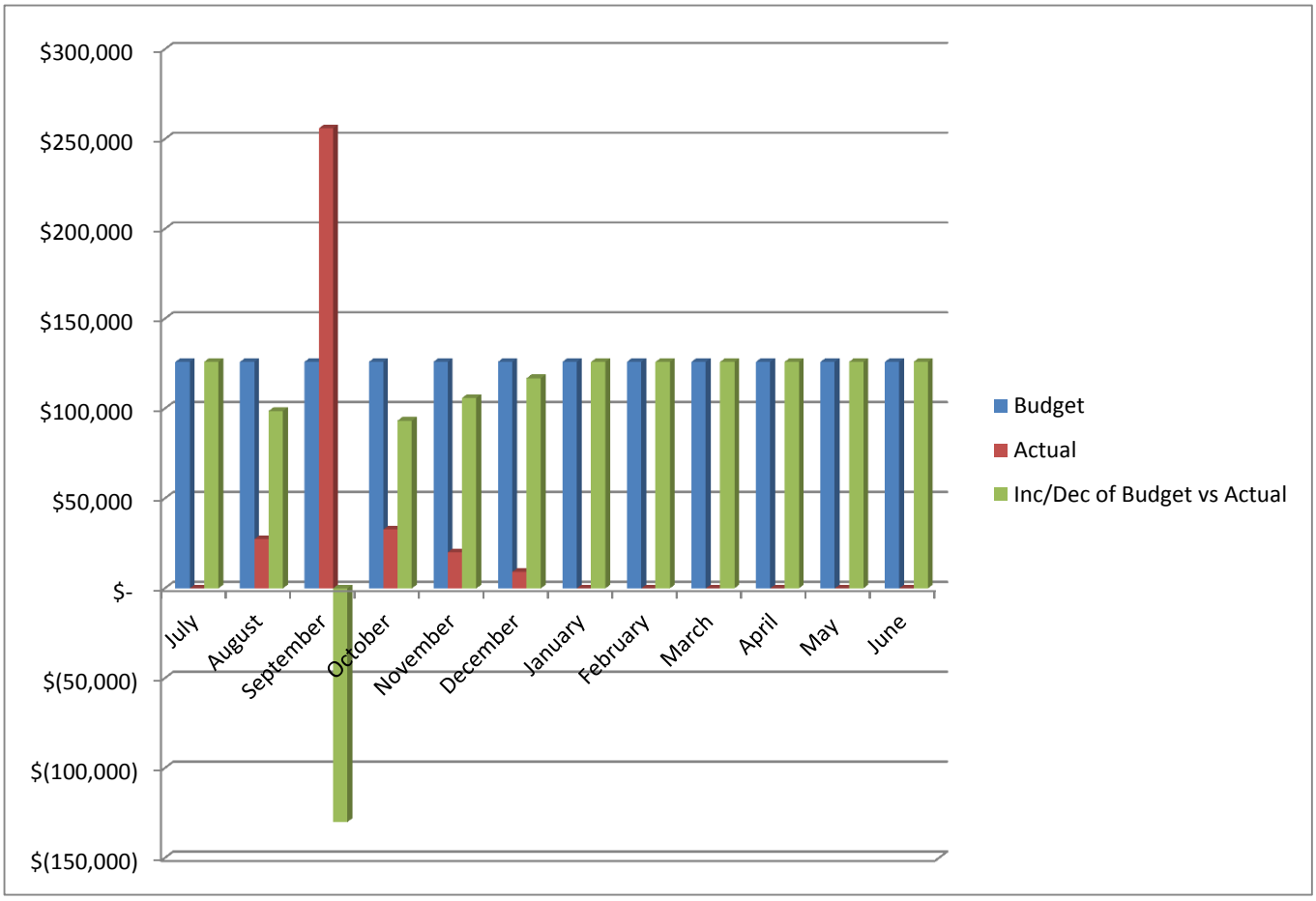
	Budget	Actual	Inc/Dec of Budget vs Actual	YTD Budget Variance -75%
July	$ 590,747	$ 242,230	$ 348,517	41.0%
August	$ 590,747	$ 153,801	$ 436,946	26.0%
September	$ 590,747	$ 351,985	$ 238,762	59.6%
October	$ 590,747	$ 233,461	$ 357,286	39.5%
November	$ 590,747	$ 850,247	$ (259,500)	143.9%
December	$ 590,747	$ 347,534	$ 243,213	58.8%
January	$ 590,747	$ 342,702	$ 248,045	58.0%
February	$ 590,747	$ 401,435	$ 189,312	68.0%
March	$ 590,747	$ 441,274	$ 149,474	74.7%
April	$ 590,747	$ -	$ 590,747	0.0%
May	$ 590,747	$ -	$ 590,747	0.0%
June	$ 590,747	$ -	590,747.17	0.0%
	$ 7,088,966	**$ 3,364,669**		**47.5%**

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Capital Expense Summary

Year to Date Budget Variance - 75%



Budget to Actual FY2013
($ thousands)

	Budget	Actual	Inc/Dec of Budget vs Actual	YTD Budget Variance -75%
July	$ 126,027	$ -	$ 126,027	0%
August	$ 126,027	$ 27,315	$ 98,712	22%
September	$ 126,027	$ 255,984	$ (129,957)	203%
October	$ 126,027	$ 32,697	$ 93,331	26%
November	$ 126,027	$ 20,069	$ 105,958	16%
December	$ 126,027	$ 9,090	$ 116,937	7%
January	$ 126,027	$ -	$ 126,027	0%
February	$ 126,027	$ -	$ 126,027	0%
March	$ 126,027	$ -	$ 126,027	0%
April	$ 126,027	$ -	$ 126,027	0%
May	$ 126,027	$ -	$ 126,027	0%
June	$ 126,027	$ -	$ 126,027	0%
	$ 1,512,326	**$ 345,155**		**22.8%**

NORTH CENTRAL REGIONAL TRANSIT DISTRICT (NCRTD)
FINANCE SUBCOMMITTEE

January 25, 2013
9:00 a.m. - 11:00 a.m.

Executive Conference Room
1327 N. Riverside Drive
Espanola, NM 87532

AGENDA

CALL TO ORDER: Tim Vigil, Chair

Roll Call:

ITEMS FOR DISCUSSION/RECOMMENDATION:

A. **Mid-Year FY 13 Budget Update :**
Sponsor: Anthony Mortillaro, NCRTD Executive Director and Glenda Aragon, Finance Manager. *Attachments: Mid-Year Budget Analysis*

B. **Discussion of Cost Analysis of External Fleet Maintenance vs. Internal Fleet Maintenance:**
Sponsor: Anthony Mortillaro, NCRTD Executive Director , Mike Kelly, Transit Operations and Maintenance Manager and Gus Martinez, Fleet Manager. *Attachments: Cost Analysis*

MATTERS FROM THE SUBCOMMITTEE

ADJOURN

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language Interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing of the meeting, please contact the NCRTD Executive Assistant at 505-629-4702 at least one week prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.

Finance Subcommittee

Meeting January 25, 2013

9:00 a.m.

Present: *Anthony Mortillaro, Michael Kelly, Tim Vigil, Glenda Aragon, Pat Lopez, Jon Bulthuis, Miguel Chavez, Philo Shelton, Dayna Duran*

Absent: *Barney Trujillo*

Transcribed By: Dalene E. Lucero

Tony: Introduces Finance Subcommittee.

Tim: Items for discussion – Mid-year FY13 Budget Update

[Hands it over to Tony]

Tony: Mr. Chairman and members of the committee, as you know our fiscal year is July 1 to June 30th of each year, very similar to your own entities. Each year it has been my practice to present to the subcommittee and then to the Board a mid-year report on the budget and how things are progressing, and what, if any mid-year adjustments might be required. I am going to turn this presentation over to Glenda Aragon, our finance manager. She is being supported by Pat Lopez, our budget analyst to go through the mid-year summary here. Thank you, Glenda.

Glenda: Thank you. NCRTD operates on a state fiscal year from July 1, 2012 to June 30th of 2013, and each year we present the mid-year budget to the Board about half way through the year, and we brief the Board on the performance of the budget to date and where our adjustments may be required in order to make that balanced budget for the end of June 30, 2013.

In reviewing the summary on page 3—this is just the narrative part of the summary, I'm going to briefly go over it, and of course if Pat has any areas he would like to fill in, any other justifications for what we did throughout the year. First off in reviewing the overall summary projections, we are presenting to you basically that our budget has been cut from GRT or the expected/anticipated revenue that we are supposed to receive because of the loss from Los Alamos County Gross Receipts tax.

Pat: Actually it is about a 20% reduction from fiscal year 2011, and we budgeted about the same amount that we had received for fiscal year 2012 as far as budget is concerned.

Tony: We are talking about the revenue side of the budget?

Pat: Yes, the revenue side of the budget.

Glenda: Currently NCRTD is experiencing a deficit due to that GRT revenue generated by Los Alamos County. Revenue anticipated to receive for October was about $88,000. However, Los Alamos County or Los Alamos National Lab has requested and was granted a refund in the amount of $65,390. So that loss in itself threw us back quite a bit in our anticipated revenue, and in turn the revenue that we were anticipating to receive for November also dropped, so about 30 percent of what we were expecting to receive. So as a result of that, we went back and reduced our number from 15 percent to a 20 percent reduction until the end of the year. With that in itself, we made some adjustments in anticipated revenue with Rio Arriba. We are looking at a deficit of 3 percent in Rio Arriba from now until the end of the year. Santa Fe County has increased some, and we increased that to about 6.5 percent, but keep in mind we share half of that with Railrunner, and we increased with Taos County. Taos County has also seen an increase in their projected revenue, so we increased that 5 percent. Overall, I am looking on page six you will see at the very bottom, the year to date anticipated deficit of $262,047, in GRT. We have received some revenues in regards to our miscellaneous, which is auction vehicles and just miscellaneous income that we've received—transit fares, bank interest, etc.; and that's amounted to about $44,000.

Tony: Before we move on, does anyone have any questions about the revenue projections for the remainder of the year, expenditures etc.?

Tim: This question isn't for the end of the year, but is this something that we can expect on a year-to-year basis?

Glenda: I think when we come to budget for 2014, the history of what has been anticipated in prior years and that which we have received. Taking the history into account is definitely part of projecting for 2014.

Philo: We live sort of day-to-day and actually pushed all of these budget decisions off until May. So, it's getting very hard to project what the spending is going to be at the Lab.

Tony: The CMRR project was put on hold. That was a 6 billion dollar project, so you can imagine the revenue on that and over the time that had to be built which was about ten years. Obviously ramping up and then ramping down. So, that right now it is off the table and as Philo indicated, based on things I've seen—my past experience, the Lab has held back on their spending; they don't know what's going to happen with congress and the budget. Even once that settles out I think they're going to be extremely conservative. So I think you will see when we bring the proposed FY14 budget to this committee here in April, you will see that our revenue projections—especially as they pertain to Los Alamos county, will be reflective of what we are experiencing now. This affects overall budget, how much money is available for not only our services, but services that we contract for with Los Alamos County or Santa Fe Trails as well.

Miguel: It presents a challenge also because of the economic climate that we are in. It's going to be challenging for us to consider spending and even the interest or desire and maybe even the need to expand ourselves; we are going to have to be very cautious in how we move forward.

Tony: Well, we have to update our five-year service plan, and we had gone out for proposals for that, and the good thing, and you'll see this soon here, is initially $150,000, we budgeted for the service plan update was 100 percent GRT. Since then, discussions I've had with, NMDOT they have agreed to allocate some Federal-dollars to this project in the form of grant money at 80 percent. What's helping us out is that we are getting $120,000 of new grant money we didn't initially plan on. That's a great help, but it goes to fund that service plan.

That service plan is a very interactive process with all of the communities that are within the District's service area, which will likely result in either existing requests, requests for expanded services or new services, as you appropriately indicated, Miguel. So, we are going to see what comes out of that process, and one thing we are asking the consultants to do is also to come up with several scenarios for how to fund those and what is the timing on that. But we are not going to get that until after the Board has adopted the FY14 budget, so it'll be more of a discussion in FY15 as to the service plan and these requests. And are we going to adopt any of the mechanisms to fund that or are we just going to have to stay tight and not expand services? Just keep doing what we're doing.

Miguel: That's helpful for me because as this discussion comes to my attention, then I can reference this five-year plan, and the budget constraints that we're in now and just deal with it that way instead of having their requests that come from left field without any basis and without any knowledge of what's being done and what's being proposed in the five-year plan.

Glenda: In brief, I just went over the numbers generically, although I am going to turn it over to Pat so he can discuss with you what he has seen, and what the reasons are behind the projections. Again, It's been conservative now until the year-end, and again is going to affect probably FY14, and where we are going to be budgeting for next year—conservatively in revenue and then tightening up the expenditures, and you'll see as we discuss further what aspects we've taken in our expenditures in cutting and also not completing some of the capital outlay projects that we had originally planned for at the end of the fiscal year, or putting them on hold until that anticipated revenue picks up or it doesn't, and if it doesn't then we will continue to put it on hold until next year.

Pat: Let's go over revenue projections on page five and six and see a detailed revenue projection for each county. So basically what we have done was broken out the projections and the actual revenue, so this is just for GRT actual revenue, just to touch on everything first. We have a total budget of 9.7 million dollars for NCRTD. About 7 million dollars of that budget is received from GRT revenue, Gross Receipts Tax. So this is a projection on Gross Receipts tax, so the total budget is 7 million dollars. On this spreadsheet we have broken out by county on the left side that's the description, the second column from the left is your month of activity, that's the month the money actually was generated. The third and fourth columns are just for informational purposes is your FY11 actual revenue that was generated as you can see in Los Alamos County, we received 2.2 million dollars, a total of $2,284,466—that was the total revenue that was generated in FY11. In FY12 we generated $1,838,146. You can see the reduction from FY11 to FY12 and that was the result of all the layoffs at the Lab. Of course the biggest producer of Gross Receipts Tax is the Lab, and so you can see our revenue went down from Fiscal Year 2011 to Fiscal

Year 2012. The next column would be your actual revenue that we've generated so far. We have actually received five months of revenue through November, and then from December through June is a projection for the rest of the fiscal year; so we have a projected amount. The next column would be the revenue amount that we've actually received. As you can see the month of September, which is usually a big month for Los Alamos, that is the last month of the fiscal year.

Tony: Federal fiscal year?

Pat: Yes, Federal fiscal year.

Usually they spend a lot of money in September, as you can see we had $336,445, budget, that's what we anticipated to receive in revenue, but it actually came in at $263,631, and so that was a reduction of almost $70,000, dollars. The month of July wasn't too bad, just reading the newspaper, actually that month of September, the Lab actually spent $3 million less that month of September than the previous year, and that was a result of the reduction. For October—as Glenda alluded to, we had actually, if you look at revenue was $65,391, deficit; we had to pay a refund to Los Alamos county. Also reading the paper, the County of Los Alamos had to give a $3.5 million refund as a result of the Lab's credit they received.

John: Can you explain that a little bit more? I don't know if other folks know what that's about.

Pate: So actually what happened is the Lab filed for a credit, a refund for GRT from prior fiscal years, and so instead of us receiving, say we were budgeted like $88,000, we had to actually reimburse the State of New Mexico to give to the Lab a refund, a credit for Gross Receipts Tax. They had taken a credit from prior fiscal years. So it was a refund. So what we had to do—it was a reduction, so we had to give Los Alamos County a reduction of payment and Los Alamos County in return had to pay the Lab $3.5 million as a result of that credit.

John: Was that due to overpayments?

Glenda: Yes, and they have two years to make the claim. I think the last year you also had that same incident happen.

Tony: When you have a big employer, in Los Alamos County's case is probably 90 percent of revenue source due to them, you're budgeting on prior year history, then all of a sudden there comes this, oops we overpaid, so we want our money back, and your whole budget was set up on prior years and $3 million is huge.

Philo: It's not only reduction in spending; it was a huge kick in our stomach for that to happen.

Pat: Talking to the finance manager for Los Alamos County, I guess you guys had to dip into your reserves just to meet budget, so that was a big hit for Los Alamos.

John: So it happened once before, and then it happened again? So is that something that's going to keep happening?

Tony: They keep saying it's the last time.

Glenda: That's what they said the last time.

Miguel: So having said that is there any way that the agency can compensate for that, other than being really conservative?

Pat: That's what we are going to propose; we are taking really precautionary measures, and going through austerity measures in cutbacks and expenditures.

Miguel: In doing that are we going to lose opportunities in missing grant money?

Tony: No, the projects as you'll see as we get to that section or suggesting that we put on hold are projects that would have been funded 100 percent through GRT. Projects with federal funds , we are recommending we keep spending on those projects that are grant funded.

Miguel: So those are on the top of the priority list, so they're in line for funding because they have funding attached to them?

Glenda: They already have, yes.

Tony: So our two priorities are maintaining services and expending all of our grant funds.

Miguel: So when you say maintain services—that is the level of services we currently offer?

Tony: Yes.

Glenda: The advantage that NCRTD has in comparison to Los Alamos County—and I don't know what their percentage is in terms of how much funding does come from the Labs, whether it is 80 or 90 percent—we are more diversified, that yes, we do depend on Los Alamos County in that sense, but we also have Rio Arriba County, Taos County and Santa Fe County that we can count on. So our funds are diversified in regards to not only GRT, but the federal funding that we will receive. Yes, it is a big chunk of the revenue source, but the important thing to also realize here looking at these numbers that is not our only source of income. Yes, maybe we would have to dip into reserves as Los Alamos County has, because that's their main source of funding, and when you look into our balance sheet, we are diversified in regards to where we are receiving funding. So if one decreases as it has here, we can modify the rest of the revenue that we are receiving to compensate for it.

Miguel: So basically you allocate that revenue where it's needed.

Glenda: Correct.

Miguel: That was helpful, John, because I had the question about what happens in the flip side of that.

Pat: Okay, so you have your revenue column and your budget column, as you can see the total revenue for Los Alamos County is $1,000,449, which is a lot less than the previous year actual and FY11 actual. You can see our budget is $1,000,892. Looking at the far right hand corner, in the year to date, we're projecting a deficit for $532,000 for Los Alamos County, and as Glenda mentioned that monthly budget variance, we took a 20 percent reduction for the rest of the fiscal year being that we will have 20 percent less budget for the remaining part of the fiscal year.

Tony: We're just being ultra conservative. It'll be great if that's not the case. Nobody knows what those guys are doing up there, we just need to be conservative.

Pat: This is the biggest challenge, although the rest of the counties are a little bit more predictable. Rio Arriba County, if you look at the bottom right hand corner, we are looking at a deficit of $9,043. Their total budget is $580,000. We have actually generated about 3.5 percent increase over budget, but again to be on the conservative side, we're assuming that it's going to be 3 percent for the rest of the Fiscal Year from December through June; so again that's a $9,000, deficit for Rio Arriba County. Santa Fe county, we're doing a bit better here. You look at their FY11 actual of $3.8 million and their FY12 actual of $3.9 million, we had a budget of $3.7 million--$3,726,100, and we're anticipated to receive about $3,986,000, so that's a slight surplus. We've actually been generating close to 8 percent above budget for the first five months. And we are assuming, if you look at the monthly budget variance, that we're going to have an increase of 6.5 percent for rest of fiscal year.

So if you look at the column on the right, we are looking at a surplus of $260,837, for Santa Fe County. Which is good, but the only downfall with Santa Fe County is that we have to give half of Gross Receipts Tax to the Rio Metro system for the Railrunner; so half of GRT automatically goes to Rio Metro. Even though we are projecting a $260,000, surplus, half will go to Rio Metro. In reality it's about a $130,000, surplus. Taos, here again we have been generating close to 5 percent increase for the first five months. So we are assuming about a 5 percent increase for the rest of the fiscal year. With the exception of December, we took more of a conservative approach; it's a -14.49 percent. Basically what we did was use the last year's actual revenue for Taos, and because of the ski season, there hasn't been a whole lot of snow, but we took more of a conservative approach for the month of December. We did assume 5 percent for the rest of the year. For Taos, we are looking at $19,151, surplus. In total, if you look at the right hand corner of page 6, we are looking at a total deficit of $262,047, in Gross Receipts Tax. But it's really about a $392,466, because of Rio Metro that we give them half of GRT. So that's your GRT summary.

Miguel: So there you're adding the $262,000, plus the $130,000?

Glenda: Correct.

Pat: Yes, exactly.

Miguel: I don't imagine that it would be worth anyone having the discussion about reducing that 50 percent?

Tony: It's in an agreement between the District and Rio Metro, and the District reflected the wishes of Santa Fe County at the time to provide 50 percent of the GRT generated in Santa Fe County to Rio Metro. The problem was it didn't have a cap, saying once you reach $2 million you don't get any more.

Miguel: Or you get a percentage?

Tony: Less percentage, yes. The Board, this Board would have to take that up for discussion, and we would also have to consult with Santa Fe County regarding that as well.

Miguel: I don't know what you think John, but I think it might be worth having that discussion. We may not get anywhere with it, but I think we should have that discussion.

John: It's been a few years so we can float the balloon.

Tony: Let me just kind of add something to that, because right now we've introduced Senate Bill Thirty, Senate Bill Thirty simply takes the middleman out of our revenues. Right now our revenues go from DFA, back to the county and then the county writes us a check. So in order to clean it up and treat us like any other taxing entity, school districts, whatever—the Board approved submittal of this legislation that says it will go from the Revenue Department to the District. Two entities have now come up and are against that Bill, Santa Fe County and City of Santa Fe. I'm baffled as to why, because it doesn't take any revenue away from the city or the county and it doesn't impact the Railrunner.

Miguel: So we need to take this discussion back to our colleagues. It doesn't seem to do us any service to take that position—for either entity or for the agency.

Glenda: Because there is more administrative cost on your side.

Tony: I bring this up in the context of our discussion as a small example of something that has no bearing on the revenues of the county, or the Railrunner or the city, to the item we were just discussing about capping the Railrunner.

Miguel: So where's the Senate Bill now.

Tony: I'm sorry, it's House Bill Thirty not Senate Bill Thirty. It's passed the interim Revenue Stabilization committee.

Miguel: Do we have our lobbyists standing against it?

Tony: Apparently so, because our lobbyist got a call today from the two sponsors of the bill which was Representative Jim Trujillo from Santa Fe and Carlos Cisneros on the Senate side. Saying they were contacted by the city and county representatives, that they didn't like the bill.

Miguel: I don't know if this is too far off topic. But I think we need to have a sit down ASAP with you, a couple of Board members, and myself and flush this out before we get too much further into the session, because we are working at cross purposes and that is not good.

Tony: This Board, the whole Board knew we were doing that back in October or whatever, and then when they passed our legislative agenda in December.

Miguel: I know this is more work on staff, but can you do a summary on that?

Tony: I sent an email out yesterday to all the Board members.

John: That was very helpful. It started to get the discussion going commissioner, what you're talking about where we clarify the actions the Board has taken, and look methodically at what the purpose of this is. Which isn't to take funding away from everybody, it's just to remove an administrative barrier.

Miguel: I apologize, I missed the e-mail I'm not real good at e-mails, I'm a little bit better at phone calls.

Tony: I'll print you a copy.

Miguel: But, I think what's more urgent now is that we get this discussion to our lobbyists both on the county and the city side, and we get to the sponsors and say look there's been a little misunderstanding about this, we are not all clear about the implications. We understand it better now and we want you to move forward, because we are losing time.

Tony: I'm going to contact Robert Romero, the City Manager and contact Kathryn Miller, and see if we can get together and make sure everybody is clear on this. Because the e-mail I sent out, again, very clearly says this is just eliminating a house keeping matter, but anyway.

Miguel: So that would also at some point possibly bring in the discussion about losing the 50 percent share?

Tony: Yeah, I mean if that was the case like with this additional revenue that the Railrunner keeps getting could be redirected to new routes or additional services. The Board would make that decision; it will be a touchy political issue. We are on the Rio Metro Board of Directors as a nonvoting member now and likewise they are on our Board as a nonvoting member. They just haven't been to our meetings lately, but it is something that can be discussed, but I think it needs to come from this committee. Obviously this is going to be somewhat sensitive.

Miguel: Right and I guess timing needs to be taken into consideration too.

Pat: Actually just to give you a little bit of history too, the Legislative Finance Committee during the legislative session was requesting information from us. That's when Rio Metro was falling short on their revenues and they were looking at ways to generate more revenues for Rio Metro because they've always not been able to meet their budget. So they were asking for information from us given the possibility of even giving them more money than what we've given them in the past, because there has been a lot of publicity about them not being able to make budget and shortfalls.

John: Part of that though, from what I understand, and I don't know probably as much as you do Tony, because you sit on that committee--

Tony: Right.

John: Rio Metro didn't fully leverage the available federal money.

Tony: Yeah.

John: For years they didn't, and then the light bulb went on. I think their financial picture is a lot better.

Tony: That was the problem or what have you, and now they've rectified that. But they still have a challenge with how they generate the money for the capital issues they are facing in the future that aren't necessarily covered by federal funds. For example if you have to overhaul one of locomotive engines, the number I've heard is like a million dollars. Well, feds aren't going to pay for the overhaul of motors, they don't pay us to overhaul motors. What is Rio Metro doing to set aside money for those future large maintenance costs? How are they going to generate that? They have two budgets, one on the bus side and one on the rails side. The bus side's healthy; the rail side is the one that needs to have ejections on reserves or what have you. That's pretty much it on the revenue side, but we can talk about the expenditures.

Glenda: NCRTD has calculated expenditures year-to-date from December 31, 2012. We've closely reviewed all the line items in detail of anticipated spending costs and related administration, operations, non-RTD and capital accounts. In monitoring and reviewing these expenditures, we've administered some cuts within each line item. Pat went line item by line item and reviewed in areas of where we're anticipated to not continue to spend and to cut, and move areas within those expenditures to give us a total of –let me tell you the breakdown in regards to the following departments. So in cutting our anticipated expenditures in the administration we are looking at a surplus or cuts to give us about $268,000, in operations $240,000, and non-RTD is a negative but only because we are paying the Railrunner and those are obligations that we do have to meet, so we do have to meet those expenditures and of course in the capital outlay.

Overall, total with the administration and operations, and the offset from the Non-RTD, we're looking at having a total savings in our expenditure cuts of about $384,000, which will help us offset the budget just in cutting expenditures alone. We also discussed, as we mentioned earlier is implementing a freeze in spending funds that were specifically and only funded by GRT, and those would be the HVAC, entry garage doors, which was a $30,000 hold, the Photovoltaic electrical production which is about $150,000, and the fueling facility which is around $112,000. The savings will result from this temporary hold back in capital outlay, which gives us another contingency of $292,000, to offset in the additional revenue reductions that we maybe anticipated to receive from here until the end of the fiscal year. Although, if we see that our revenue projections come in higher and, with our expenditure cuts we've already taken, then we may look at continuing those projects as long as we have that consistency of the revenue coming in a little bit higher in an anticipating these expenditure cuts in the admin and operations areas.

I don't know if you wanted to add anything to that, Tony, Pat?

Tony: Well, a lot of these reductions in expenditures, as we've indicated do not impact our delivery of services. Our customers will see no difference in service delivery or what have you. I don't know if it was mentioned while I was out of the office, but a good chunk of these savings is coming from some positions we didn't fill and some vacancy savings. Although one of the positions was going to be downgraded and filled at a lower level, it's still needed until we continue to do without that through the balance of the year and we'll see how FY 14 lashes out.

Tim: Can you tell us what position that was?

Tony: That was the project manager's position, remember Jack Valencia?

Tim: Right.

Tony: Yeah. We're going to convert that to an HR assistant type position, which we need now. We're unionized now, so that's another thing that's happened, so it's complicated things much more than what we were. So we will just continue to do without that, and we'll deal with that in FY14. Again, I think that what the staff and I have come up here with in recommending to this finance subcommittee is a prudent, conservative approach and it generates, as we said, some kind of additional contingency money in case the 20 percent wasn't good enough, in case there is more surprises coming out of the Lab, we'll have that to fall back on. We're not touching reserves, so the reserve balances that we've committed to, we may need to save and they're not relied on at all to balance and keep our budget balanced, which is good, because we don't know, if in FY14 we may have to rely on those or not, so it preserves that as well.

Glenda: I did forget to mention to you for review in the packet also the landscape and capital outlay projects, the savings and anticipated freezes for each one of those—buildings, furniture, fixtures, buses. We are still, going to continue to provide the operations part, we are going to continue to purchase, four new buses went out for bid and Mike will speak further in regards to that, so we are going to continue that project. So the operations part is still going to be at the level where it's at currently. With this, NCRTD's plan of action is basically conservatively approaching the revenue aspect in a lower amount then what we anticipated. Taking the 20 percent reduction from Los Alamos County, Rio Arriba County—3 percent, and then increasing both Taos and Santa Fe County at the level were supposed to be—not large increase, but just to be anticipated of what we are expecting. Cutting expenditures in admin and some operational costs, and taking these capital outlays in freezing them is a positive aspect and revenue aspect of NCRTD. This will help NCRTD maintain a balanced budget until the end of the fiscal year.

Tony: Okay, we will stop for any additional questions.

Tim: I've got a question, and that is at one time we talked about advertising on the buses and charging businesses for that. Where are we on that?

Tony: Right now we are soliciting proposers for that advertising, so what we're looking for is a company that will go out and find advertisers, and that revenue, so someone else goes out and does all the marketing and all the labor. You get companies like Lamar and Templeton are big companies that do that and so I think those bids are due here in February. So, then we'll pick a company and they'll go out and generate the revenue.

Tim: Do we kind of have an idea of what those bids are going to come in at?

Tony: No, I have no idea.

Philo: Are they inside or outside of the bus?

Tony: Some of them can be external as well as internal advertising on our shelters, as well.

Miguel: John, can you share some insight on what the city has done in that regard because it was kind of touchy for a while, we didn't want to do it and we were kind of being selective in who was advertising and what they were selling. Where are we on Santa Fe Trails?

John: We're in exactly the same place the RTD is in right now. We've put requests for proposals out, and we are evaluating two proponents that came in with offers, but we haven't made that selection yet.

Miguel: What are the numbers that you're seeing in Santa Fe Trails, generated?

John: For Trails, it's about $120,000, roughly in cash payments per year. There's a new system, the Santa Fe Pick Up that runs around downtown, it's a circulator, and they're estimating about $40,000, to $50,000, on that.

Miguel: They only have 3 or 4 buses?

John: Yeah, there are 5 total units that serve that service, but it's a very prime advertising space because there isn't any other outdoor advertising allowed.

Miguel: And, they're right in the downtown area?

John: Exactly, so they're estimating $40,000, to $50,000, in that service and about $120,000, for the rest of our services.

Miguel: And we're talking visibility, and I think the blue buses really stand out. I think with the right advertising and the right message I think we can do really well.

Tim: The Board had approved advertising on the buses with a few exceptions. Obviously those are Tobacco products, casinos and that type of thing.

I'd like to see the bids that come in, what are we going to be paying an outside agency and what are we going to be getting from them in terms of actually being out here on the ground, going door to door or whatever the case is, and kind of take a look and say does that warrant a position here.

Tony: Exactly.

Tim: If we're going to pay a company $300,000, say wouldn't that money be better spent hiring a person that's primarily a graphics person or a company that actually goes out and actually goes door-to-door for $50,000, or $60,000, whatever it is.

Tony: No, I understand what you're saying. That's part of the discussions we've had as well because there is one entity that does that on their own and that's Rio metro. My understanding is they have a person on staff that does that. We don't know how much revenue they get, but you see their advertising all the time out there.

Tim: Would they share that information?

Tony: Oh Yeah.

Tim: I think that's beneficial, and find out what is the cost of putting that person on payroll; with the businesses that the tribe has—the only thing that we contract out is the actual signage.

Tony: The creation of the signage?

Tim: We do all the graphics, we put everything together, we send it off and it gets delivered and installed, and we would do all the installations, except we don't have trucks that reach that high.

Miguel: So there is a contractor that can do the application?

Tim: For the billboards and the large signs, we contract that out.

Miguel: So the installation is sent out?

Tim: The installation, yes. But as far as the graphics or whatever we're going to do—because it's going to end up being a long process, because I would imagine that someone is going to have to approve a sign going in. So say a business in Espanola wants to put together an advertisement, either interior or exterior of a bus, I would imagine that someone here is going to have to say yay or nay to it.

Tony: Well we have our guidelines; we'll give that to them, but at the same time [Pause]

Tim: But, you'll have to check it. You'll have to check it, if it gets sent out and any changes need to be made, it gets sent back to the business for their approval and it goes back and forth before you send out, and it comes back. We've had instances on what we have sent out and what's come back is not what we requested. So, if we're contracting that out who's liable for that?

Tony: Those issues are all clarified in the operating contract. We have no idea how attractive advertising is going to be on our buses. Considering we span four counties, I'm thinking it's going to be attractive.

Tim: It's going to be very attractive.

Tony: The question becomes, and it's that cost analysis, is okay, can we generate $300,000, if we spend $80,000, a year on salaries and benefits for a marketing person; we keep more of it than sharing 50/50. So we're going to be looking at that, it will come to the Board for award and we'll just have to see what we get there. One of the things these companies want is a three year contract, because they claim that it takes them at least that long to build their clientele. We've limited the contract length to four years, so basically if we were to enter an agreement, they'd get a three year contract with a one year renewal, and then we'd have to bid it back up. Plus, we've got ways to get out of it.

Tim: Are the companies local?

Tony: One of them is, Templeton, they're out of Albuquerque and Lamar is national from what I understand, but I think they have representatives in Albuquerque. John, can you disclose who's bid yours?

John: We hadn't selected that, so I'd rather not, but they're the two big guys in town.

Glenda: Probably the same. There's not very many.

John: I've seen transit entities go both ways in response to the question that you're raising, in house versus contracted out. Albuquerque has done it both ways, the City of Santa Fe has always contracted out, but I think the advice from our Transit Advisory Board to the council kind of led that decision making in that. I'm not denigrating city processes at all, but we do have pretty high hurdles to get over purchasing wise and process wise so that we wouldn't have to be as responsive to prospective advisors as the RTD would, because they just don't have the same hoops to jump through. So, that's one of the reasons that we're on the side that we're on, but that doesn't apply to everybody. Like I said, ABQ Ride has done it both ways, Rio Metro is doing it in house right now, they may contract out in the future, but it's hard to say, but it's a tradeoff.

Tony: You were with Steamboat Springs? I'm sure you had a lot of advertising.

Philo: We had advertising, but it was only inside the bus. The problems with that one was exterior wise with the weather we had, it snowed five months out of the year, we had to have a maintenance with keeping the signs clean outside the bus, and we didn't want to meet that requirement because we had to wash the buses two or three times a day. So we just stuck with interior, and it wasn't a very big number, it was about $10,000, to $15,000, a year, and it had to do with the number of eyes. The Valley's only 20,000 people--where John's got it in the plaza there's a million tourists a year, that's a big draw, so it's by the amount of eyes and I don't think it's going to be as big a cash cow just because we're serving rural areas.

Mike: There's also a balance on what you allow inside only, or if its outside only is it ad panels or full wraps, we market the blue bus and how much of that are you going to be allowed to either be wrapped or supplanted with the advertisement and what's the balance of gain, like Santa Fe Trails, you've got $120,000, a year, that's a good chunk of change. The bus system is already recognized there and we

would have to have that conversation of how far do we go from being like an ad panel on the outside to say a half or a full wrap or those types of things that bring the big dollars in.

Tim: For the RTD I'd say there should be no wrap, and only because if you can change out a panel pretty easily, which you should be able to do because all you're doing is unbolting one side of the frame and sliding the panel out, sliding the new one in and you're done. That gives the opportunity for small businesses to advertise for a month or two, as opposed to okay in order to wrap this bus we're going to have to charge you $20,000, and small businesses all of a sudden go, I don't have that in my budget—maybe $1,000, for two or three months, absolutely.

Miguel: And if you have 20 buses [Pause]

Tony: Yeah, that's a new potential revenue source that we're pursuing and we'll have an answer on that in the next couple of months. But we hadn't programmed any of that revenue into our budget for FY13 and we just don't have any ball park idea of what it's going to bring.

Glenda: In closing, the very last page of our presentation shows your summaries of everything we've discussed—the revenues, the expenditures, the freeze of the capital outlay and the overall summary. So in whole, we're looking at having a surplus of $458,000.

Miguel: That surplus would be in addition to the… [Pause]

Glenda: It's everything we've discussed in regards to where the revenues are, the expenditure cuts and the contingency of the freeze of some of the capital outlay.

Tim: So if we went through everything that was discussed, if we implemented everything that was discussed, that's what we would have or projected?

Glenda: Correct. Have projected or fall back on to balance the budget.

Miguel: So there's other revenue?

Pat: If you look at this sheet here, the revenue here, we're looking at a $218,000 deficit in revenues. That's inclusive of the GRT revenue that we're short $262,000. Glenda had mentioned earlier, we did have some surpluses, auctioned vehicles, we had a little bit of money from interest and insurance proceeds; so the bottom line it's $218,000, in revenues. In expenditures, we're looking at a surplus $384,000, which comprises of administration budget as you can see the salaries as we're keeping the Project Manager position vacant we're generating money, we have some surpluses in salaries and benefits also, in salaries for the operations—even our drivers are curtailing our overtime and so forth and we do have some surpluses in our operating costs that are contributing to our contracting services. As Tony had mentioned earlier to that we did have the surplus in the scheduling or where we had a budget of $150,000, that was year marked for GRT, but the feds are going to give us $120,000, of that $150,000, so that's the big surplus . The contingency freeze on capital outlay, these are projects that are funded by GRT, the HVAC entry, the garage door, Photovoltaic electric system which is $ 150,000, and

the fueling facility, that's a total of $292,000, that we're going to hold off until the last quarter of the fiscal year and then we'll determine at that time whether to release it or not. So in summary, you have your revenue projection of $218,000, your expenditure projection, which are real numbers, those are based on all the cutbacks, were in the surplus of $166,383, but because of the uncertainty of Los Alamos and the GRT revenue, we're going to hold back that contingency/capital outlay of $292,000. We're going to put that on hold until the last quarter to make certain that we meet budget in the event that we do have a negative amount of GRT coming in for the last part of the Fiscal Year. So the bottom line is we should be alright by holding back capital outlay and making our cuts in expenditures.

Miguel: So that would be the total of our surplus?

Pat: Our real surplus is $166,000, because we've actually implemented those numbers.

Miguel: That's pretty tight.

Pat: That's pretty tight, but for what we're putting a freeze on capital outlay, these GRT projects until we know for certain that we'll meet our budget for FY13.

Philo: Are these GRT projects in priority or would you do the fueling first or just curious?

Tony: I would do the fueling first because that's got possibility of saving us some cost, right now we fuel everywhere through the state Wex card and we pay retail prices with taxes on it, so that's why we need or own fueling facility. The only question on that number—that number was based on above ground tanks and we're getting some information that those aren't being allowed anymore. Whether that's true or not, we don't know so we're still trying to sort through that. If in fact that's changed, then we have to go underground, and that number is not enough. We really have to reexamine the reason why we're doing that if we have to go underground. If we could, the fueling facility would be our top priority.

John: Just one comment on the Photovoltaic electric, I think there's one possibility to work with a firm to reduce that cost and net it out completely. I know Tony, you've talked about this before that point, but there are firms that would make that investment and recoup their investment over time, so that there is not an out of pocket cost.

Tony: We're scheduled to meet with one company here in two weeks that does that, but we'll see exactly. What I've told them is I don't want to spend money on it, but I want to do this project so help us get there.

Philo: Good plan.

Tony: The only action we need from the committee is a recommendation, if we plan to do so, to endorse this plan of action. This same presentation will be repeated with the Board for the February meeting, so that's what we're requesting, if this committee is inclined to do so.

Philo: I would make a motion we endorse this plan of action.

Tim: I have a motion, do we have a second?

Miguel: We have a second.

Tim: All those in favor?

All: I

Tim: Opposed?

Tim: Abstained? I's have it.

Tim: Now Item B-Discussion of Cost Analysis for External Fleet Maintenance versus Internal Fleet Maintenance

Mike: Well obviously we have a ten acre site here and part of the phase II construction is building a maintenance bay. Before we move forward in even considering a design or construction of the maintenance facility we have to look at the cost-benefit analysis if that were built in house, what the benefit would be of having in house maintenance versus continuing contracting out as we are now. Currently we contract out to three major sources, one is local here, the Espanola Tire Factory, the other is the Lopez Auto & Body here in Santa Cruz and the other is Robert's Truck in Albuquerque for our bigger operations. A lot of that's under warranty but there is some expense involved in that. So that is what we would consider doing.

If you look at page 13, there's the analysis there, if we were to have a shop and we'd probably be looking at a mechanic and a service worker and if you would look at our current maintenance budget up there in the left-hand box, our current budget right now for fleet is, the vehicle maintenance, what we pay out to vendors is $140,000. Obviously a portion of that is what we buy directly, such as oils and lubricants, shop supplies that we have here, just for light work and some of the other stuff invested that we have budgeted and some of our tire purchases as well; so a total of $194,000. If you take that $140,000, that we take to the shops and break that out of what are expenses are versus what it would cost in hiring a service worker and having that work done in house, we could directly look at that and we break that $140,000, in the next box below that, we're going to look at Labor costs of $142,800, we get taxed on that Labor so that's an additional expense of $61.88. Environmental and disposing fees that we get billed from the shops at $3,300, and also a portion of that is our replacement parts that we buy out of those bills, and that is $57,652, there's an additional expense on top of that $144,000, because every time we take a vehicle to the shop, there's two drivers or fleet employees shuttling that vehicle down to the shop and giving them a ride back and then later on during the day, will go back to the shop and do that same repeated process. So figuring out our scheduling maintenance throughout the year, we're looking at just about under $12,000--$11,800, and that comes out of our driver budget, it doesn't necessarily come out of our fleet budget, that's our driver Labor cost that we could be spending driving a bus on a route.

So if you look across that box, we compare that to what the Labor expense would be, but before we get to that one, if you look at the upper right-hand box we figured the mechanic at an entry level, at $18.00 an hour plus his benefits, that would total at $24.30 an hour and an annual expense at $50,544, and that's a mechanic that's got some certifications and would have some experience. The box right next to it in the light shaded green would be the five-year accelerated cost or the 3 percent accelerator on annual increase, and that would come up to roughly $57,000. A service worker below that would be a lesser paid employee, he's a mechanic with some experience, but he's not certified, he would be doing other light maintenance tasks, and some tasks that would require certain certifications, that would be shuttling vehicles, cleaning shop, and doing a variety of chores—support the mechanic and fleet manager, and that total cost would be $14.00 an hour plus benefits, and that would come out to $18.90, and if you look at the five-year increment, at the same accelerator of 3 percent, that is a total of $21.28 with an hourly salary and benefits. So you have an annual cost for those two individuals at $89,856 the first year, and $101,152 the second year. If you look back at the box below in the comparative there, if you compare that directly against the labor cost, however, we retain about 10 percent of the $72,800, in Labor costs, if we were to bring that in house we still have to retain a portion of our shop contracts because there's going to be those times that the mechanic's on vacation, or sick, or on leave and we have multiple breakdowns in a day, and occasionally some big repairs and you don't want to tie up the shop space in house and your mechanic, when he could be doing other routine maintenance and repairs.

Mike: So we retain part of that so there's about 10 percent retention that you add into that. So in the middle there is a variance on the first year, some of the cost overhead and savings in those categories, coming up with about $13,700, in the first year and is reduced about $2,500 in a five-year interval, there' some other benefits too of bringing stuff in house and that would pay for oils, lubricants, shop supplies and tires. We figured that we can, at least, save 35 percent on purchasing parts directly and paying the overhead that's charged through shops and other stuff. Shop supplies, bringing it in house, we would have an increase because when you have your own shop, you're going to have additional shop fees that you're not spending now and those kinds of things.

Miguel: Can you give us an example of those fees?

Mike: An example of those fees would be things like mechanic uniforms, additional cleaning supplies, cleaning fluids, other maintenance type things to maintain the shop that normally get passed on to us through our current suppliers.

Glenda: What about equipment? Does that include equipment too?

Mike: It does not include equipment, in fact I left that out and I will address that in just a little bit. I intended to include that, so it's actually going to reduce that just slightly. However, tires are going to be about 15 percent savings, tires are a pretty aggressive market. There are some markups for the retailer, but on state contracts and stuff, you can still see an additional savings and based on that we can see in the first year about a $60,000, savings and we didn't really change the five-year cost because we're

looking at this year's cost what it's costing us. We can't really say it's going to stay at this level, but obviously shop expenses that we're going to contract later are going to go up just like our expenses are, but we left them at this year's expenses just because we try not to guestimate that. If you look down at the maintenance building overhead, and this is where I did not include about $2,000, for just annual purchase of shop tools that we just need to either add to your shop or decrease or increase from loss and stuff like that, so there's probably an additional $2,000, you can add to that figure down there at $14,500. But it breaks out the building maintenance—you're going to have a $2,500, a year of building upkeep. Part of our service worker that we're hiring, he'll be taking care of the actual, physical building. So we want to count a portion of his salary into that. Insurance is probably going to go up, you know what we pay for insurance a year and utilities. We did talk to Los Alamos County about their shop comparative and tried to prorate it down a little bit of what the shop maintenance will be, and that's where we come up with these numbers.

So if you look down at the bottom line, you're looking more at $200,800, a year for what it costs us to contract out throwing in that additional expense of shuttling vehicles back and forth to a shop. Compare that against the first year of having work done in house. We're seeing a savings of $5,441, a year. That could possibly be reduced by putting that tool ounce in there at $3,000, a year and the same for the five-year variance as well. The only thing different than the second page that I gave you would be if we were to hire a mechanic and not a service worker, the additional savings would be there if we were to struggle and get by with that, I think that's a possibility, but in reality I think we need to figure having two employees in a shop like that to back one another up. You always have to have that second person backing you up on certain types of things. We've already got some shop items purchased, we have a lift purchase, we have tire balancers and stuff that we intended to bring into our light service bay here; so some of that initial expense is already purchased that we could move out to a shop if that really were to be built. If you look down at the cons and the pros, we quickly tried to look at what are some of the cons of having a shop: we do have to budget overhead if you hiring people and that's more salaries and benefits to pay out, you have an increased budget overhead of insurance on the building and utilities, you have an increase of fluid storage and handling, you have an increase in facilities maintenance duties. Some of that fluids and storage handling is going to involve environmental records keeping, some administrative time in there and the other thing on the pros though is: we have direct oversight of our repairs and preventative maintenance practices, we have quality control factor, the fleet manager is there, he's not constantly running back and forth to the shop if there's a problem. That gives that direct quality control and it also has some savings on the fleet manager's time. You have a budget savings on replacement parts of about 35 percent, the budget savings on tires, as we discussed a major reduction on shuttling costs and a major reduction on tax on Labor cost. Obviously having a shop here reduces your vehicle down time if you're working on it right here, and most everything is done right here. Therefore, the shuttle time and the distance time is taken away about 90 percent, so that reduces the vehicle down time overall. And then we have another thing that's interesting is we have the ability to randomly drug and alcohol test our maintenance staff as well as we do our driving staff according to the FTA.

Currently, if you're a small, urban or metro, you have to do drug and alcohol testing on your maintenance staff for those that you contract out with, or on the DOT side for truck transportation, all the big, major truck shops have to have drug and alcohol tested individuals that are repairing vehicles on the highway. For small rural services we have an exemption when we contract out, because you might be out in Questa somewhere, and you have a truck shop there that you have to get down or you have a bus shop, they're not required as that small of an individual to have drug and alcohol testing programs. This brings it in house and we have another liability-safety barrier there in that our folks that do repair our vehicles, if there ever was a catastrophe or anything, that would be another barrier there to certify that in a program.

Mike: Any questions?

Philo: How do you wash your vehicles now?

Mike: Right now we wash them out back by hand. It'd be nice to have a wash bay and I think John can attest to that with his big wash bay he has. That's been a savings in itself to have a covered wash bay and either wash vehicles by hand or use the automated system.

Tony: Apparently back in 2009, they had the same architectural firm that designed this facility draw a one line diagram of what a fleet facility might look like, the size, the dimensions, and then they cost it out; so the cost factors are from 2009, obviously things have increased. We've had a recent experience that we're going to need to deal with soil issues, and that's not factored in to any of these cost estimates or what have you. We do have a grant, a 5304 grant and that is now going on its third extension. It was to be used for actually assessing and coming up with a design and cost and doing some preliminary work for such a facility and would then allow you to start looking for grants; this would have to be grant funded and we anticipate a couple of years to fund 80 percent of this project. I would say that the design here in terms of two bays and a wash bay is really short sided. I think the cost to build something then, would be less than they are today so you might as well go into this long term growth and I would suspect that you would probably get closer a million dollar facility then a $400,000. This is a metal building that's on here as well, and we attached a breakdown of everything that we had estimated when they were doing this project.

Philo: How many buses are in your fleet?

Tony: What do we have, Mike?

Mike: We have a total fleet of 35, from van-size to medium-heavy duty, heavy-duty small bus.

Tim: The sixty feet here would be alright for the buses?

Mike: Yes. That'd be a drive-through bay, and you would be able to have everything done within sixty feet. It still might be good to visit that again overall, and do some comparables to some other shops and see if that's suitable. If we're going to look at expanding someday, we have to make sure our depth is sufficient for a monster bus that we may have to take care of, or something in the nature of looking

down the road. If Park and Ride did something different and we were faced with picking up that ball, we may have to service that type of bus like that.

Philo: It looks like your bays are pretty wide right, that's 25 feet and the doors are 20 wide.

Tony: I don't know what the program was that the architect used to do some preliminary work on.

Miguel: What would you need from us to take action on this item?

Tony: We would like a recommendation from this Subcommittee to the Board.

Miguel: Could you expand on your recommendation just a bit?

Philo: How much is the grant for feasibility?

Tony: It's $64,000, and it's currently in the budget. Again, I don't know how they arrived at that amount of money and I don't know if it's sufficient enough, but it seems like, at least to have a good start.

Miguel: So maybe what might be good is to do a conceptual approval of the design and the funding.

Tony: They might also do some environmental analysis if it's necessary to get you set up for grant funding so you get that all out of the way.

Here's the recommendation, and there's one other issue—besides bringing it in house, can you partner with someone else to do it, another public agency that would do that? We don't think the City of Espanola is a viable entity to partner with. In fact our fleet was stationed at their facility and so our guys saw what was going on, in a day-to-day fashion, so we don't think their viable as an agency to do anything major with them. I'm not being derogatory about them, that's just the way it is. Rio Arriba County has a four bay maintenance facility out in Alcalde, and some of the Board members may remember because that was a future site of this building. There was a proposal then to kind of partner with the county and become part of a consolidated facility out there, but the county is going forward with their plans. So we didn't want to not mention this or exclude that potential for a partnership. What the county has done is partner with the North Central Solid Waste Authority and they entered into a JPA with them. We never have seen it. Apparently two of the bays will be for North Central Solid Waste; two will be for the county and their doing exactly what happened in Los Alamos. We had a school District in our facility, so they each have their own mechanics, their own shop area and each share cost of the facility and share other cost, but they're both independently responsible for maintenance of their own fleet. So we didn't want to preclude the possibility of approaching them or learning more about that. So if the District were interested what would it look like? Is it too late? I don't even know if they have site constraints or anything like that? It will result in an increase of shuttling costs, because it is about 8 miles from here. So our shuttling cost will increase, and then we'll have employees from here, so we're then taking the purpose of this whole facility which was to consolidate employees, but we want to make sure you were aware of it. We didn't have all the information regarding Rio Arriba County, and I don't know if Mike, you gathered any additional information.

Mike: I received some additional information, and that was just a confirmation of the joint powers of the agreement with North Central Solid Waste, as they're moving forward in what Tony described as a shared facility. My concern is if you have two employees that are 10 miles away now, that are a critical part of your operation plus what you're paying in shuttle times, I'm figuring that is about 2.5 times what we're paying now.

Tony: And the fleet manager's still here, which is Gus, so he's 10 miles away from his employees in their day-to-day work that need day-to-day guidance. We just wanted to be open about that, I'm not sure it's a viable alternative, but in order to be able to say that, we need to sit down and talk to the county manager. I was hoping Rio Arriba County would have attended today, but they're not here. So, our recommendation is because the cost differential is so minor and some of the pros outweigh that, that we move forward with design and what have you, at least a preliminary design of the facility and see what those numbers are. It's not going to happen overnight and we're probably two to three years out, we're going to have to get grant funds for that. So that's kind of what our recommendation is, tempered by the Rio Arriba County option.

John: Mr. Chair, just one other complicated factor of the idea of doing that joint partnership is that if you're looking to use the federal money to fund that so then FTA is going to be allover it in the county's process in terms of building that facility. It's not impossible, I'm not saying it's off the table, but it is difficult.

Tony: That was the good thing when we did a shared facility in Los Alamos, there was no FTA money in that part of it. I totally spaced that out, John. That was one of the big issues when we moved in here and parking of fleet and everything here is FTA. So with that complication, do we continue to do this in the same way we have or move toward bringing it in house? We can't use our light maintenance facility at all back here; it's not sprinkled or anything like that.

John: What is that used for now?

Tony: Basically storing of supplies and materials. The intent was if you need to bring in a bus to change the headlights or what have you, things like that, just real light. It's really not suitable for any other kind of mechanical duties in there.

Tim: Can I get a motion on this?

Miguel: I'll try to structure the motion, and the motion would be to approve staff's recommendation to bring the fleet maintenance in house, understanding that it is a two year process, and we're waiting on additional information from Rio Arriba County, but this will move it forward in a conceptual manner, and go through the process to turn this around.

Tony: Would your motion include the proceeding with a conceptual design for a maintenance facility?

Miguel: Yes, it would. I guess that design will reflect some future growth. Would that be another 10 to 12 years?

Tony: Let's say another 12 because we have to get our tax renewed by the voters.

Tim: Do I have a second on that?

Dayna: I'll second.

Tim: Any other discussion? In taking into consideration expansion of the facility, the only thing I would recommend if you were going to have two more bays to this, they be out in this section here, so that the offices between them and once construction happens I would recommend that at least the foundation is put into place, that way you don't have to go into any more soils analysis and once funding comes in, you can start with the building.

Miguel: So the phases would have to be coordinated in cycles?

Tim: Yes. All in favor?

All: I

Tim: All those opposed? Abstained? I's have it.

Well thank you very much everyone for all the information. We appreciate your time and effort.

Miguel: Mr. Chair, can we spend maybe five or ten minutes. I just got a memo from Tony regarding Senate Bill thirty. Can we talk a little bit about that now of what the strategy might be? Tony?

Tony: Before we even introduced House Bill thirty or what have you, I had talked to the Board briefly about our Legislative agenda and about the issue the way the money flows thru the District. Our lobbyists and I have met with every representative and senator throughout the four counties within a couple of months, we've had one-on-one meetings with them, not only on this topic but also to reintroduce the District to them and share what the District has been doing since it's been created. We talked about the upcoming legislative sessions and what our interests would be and secondly this minor adjustment in how this money flows to the District, so that they wouldn't have any surprises when we introduced it. I think it was in December when the Board adopted the legislative agenda. Again, the lobbyists briefed the board on this legislation that it would just be housekeeping. Interestingly similar legislation was adopted when Richardson was governor, 2 or 3 years ago, and it was more extensive, but it was adopted and it went to the governor for signature. For whatever reason, Richardson pocket-vetoed it--he just let it expire, so it's not really new legislation that is foreign to our members, its passed before, so why here at the last minute that there is concern, I don't know, I'm trying to get some answers ,it will not impact the Railrunner. It won't because in October we sent the Railrunner a copy of the bill.

Tim: Would it be possible to get them to put in writing that they don't have any opposition to this? I think that goes a long way.

Tony: We could ask them so we could share with the Board, they're an RTD, it would benefit them the way it would benefit us. They wouldn't have to wait on Bernalillo County, Valencia or Sandoval County to cut them a check, it's the same thing.

Philo: Los Alamos County is supportive of it too, which saves us money from having to go beg for money back from you.

Miguel: How do we organize a group of allies that support what we need to do?

Tony: The only two oppositions that we have, and I'm not picking on you is City of Santa Fe and Santa Fe County.

Miguel: You and I need to set up a meeting with Commissioner Anaya, myself, and the County Manager. In addition to that I think we need support from others that will help us.

John: I talked with Tony briefly just before we started meeting and maybe what happened is we had elected officials that took action to the Board it's all very clear and on the agenda and now staff is finding out after the fact and is raising questions.

Miguel: On both sides, both county and city staff?

John: So I'm not sure that everything peculated down through the staff in the county or the city levels, so I think that's what's going on. So I have been pulled into this and asked what took place, was it brought before the board, was official action taken, let me see the minutes. So what that tells me is that it didn't happen. I take some responsibility for not taking it back to our city manager and other staff, but I think were thru that hurtle now. I did ask Tony to just call Robert and have that conversation and say hey, I understand that there are concerns, here's where we are on this, and here's where we are at today.

Miguel: So I'm not quite sure if it has gone through the county if we can find that through the County Manager. I think that's the place to start anyway.

Tony: Let me call Kathryn and let you know what I hear from them, and I will call Robert. Tim is James Rivera's still your lobbyist, is he still working in Pojoaque.

Tim: I'm not sure?

Tony: He called me and said are you aware of this bill? I said, "Yeah it's ours." I said, "Support it."

Tim: Well I guess he is then.

Tony: Well I didn't ask him, but I assumed he was because he has been in the past.

Miguel: So probably enough on that.

Tim: Once it's been explained it might go away on its own.

John: That's my feeling. Even in my discussion with the City Manager, after he called and asked for the information, and said, "Call Councilor Bushee and let her know what has taken place at the RTD." I did that yesterday and I think we're on our way to getting passed the opposition, but I don't know.

Tony: Representative Trujillo needs to hear that from you guys.

John: Right, that's the City Manager's role to step in and have that communication.

Miguel: I'll try to tighten it up on our side, John. It sounds like you might be a little further ahead, but I'll find out.

Tony: We probably won't have a meeting next month, but for April, we'll be bringing the proposed budget to the committee—the FY14 budget, so that will be the next thing coming your way.

Tim: Okay.

Tony: Well thank you everyone for being here.

Miguel: Do we need a motion to adjourn?

Tim: Motion to adjourn?

Miguel: Second.

Tim: All those in favor?

All: I

EXECUTIVE REPORT

April 2013

EXECUTIVE

- Attend transit day at the State Capital.
- Attended NMPTA Board meeting.
- Staff and I met with Pablo Sedillo, Santa Fe County Corrections Department Director regarding 599 route services.
- Attended Los Alamos County Council meeting to present an update on the District.
- Attended APTA Legislative Conference, Washington, DC from March 10-13.
- Meet with Senator Udall and staff, Congressman Lujan's staff, Congresswoman Grisham and her staff and Senator Heinrich's staff while in Washington, DC.
- Selected Transit Service Plan Update proposer, conducted reference checks and commenced drafting of contract.
- Met with DotFoil IT contractor regarding needed computer system upgrades for the District.
- Conducted orientation for new member Nambe Pueblo.
- Engaged in alternative fuels discussion with staff and external parties.
- Completed performance evaluations on key team members.
- Finalized contract discussions with Teamsters Union regarding non-economic and economic issues.
- Selected Compensation and Classification Study proposer, signed contract and commenced study.
- Met with attorneys regarding collective bargaining issues.
- Prepared Board and Finance Subcommittee meeting materials.
- Met weekly with Board Chair Barrone on various issues.
- Met with staff and attorney regarding finalization of protest of fleet procurement bid.
- Continued review, revision and creation of various NCRTD policies.
- Maintained continuous communication with board members, subcommittee members, and Chair.
- Attendance at various NCRTD staff and subcommittee meetings, including Board, Finance and Tribal subcommittees meeting.
- Addressed a variety of employee human resources issues and prepared memorandums to document district actions.

MARKETING/PUBLIC INFORMATION

- Met with Templeton Marketing Services at RTD to begin photographing and sizing fleet for placement of ads.
- Distributed new Route Maps to City of Santa Fe Visitor's Centers -- at Convention Center and Santa Fe Depot.

- Distributed Route Maps to Santa Fe Chamber of Commerce, Taos Visitors Center, Espanola Chamber's Visitors Center.
- Created, designed and oversaw printing of a 4" x 9" rack card promoting the Santa Fe to Taos route schedule; to be distributed at visitors centers and Chambers.
- Participated in Transportation Day at the State Legislature where we set up a table along with our transportation partners and disseminated information about the RTD.
- Updated NCRTD entry into NM Transit Guide for NMDOT.
- Updated NCRTD entry into New Mexico RTDs FY2012 State Auditor's Report and submitted to NMDOT.
- Worked with Real-Time Solutions to update the Interactive Route Map for www.ncrtd.org
- Attended and participated in Veteran's Transportation and Community Living Initiative (VTCLI) meeting along with NMDOT, MRCOG, and Santa Fe Trails. Discussed development of collateral materials.
- Modified the Rio Grande Sun and Los Alamos Monitor ads to add Nambe.
- Modified Green Fire Times ad to focus on NCRTD contribution to sustainability to begin running in April.
- Wrote and disseminated press release and Rider Alert to announce the additional bus being placed on the Chimayo route for Good Friday. Received good pick up in Santa Fe New Mexican, Rio Grande Sun, Santa Fe Hometown News, and Santa Fe County and Los Alamos County websites.
- Prepared remarks and power point for RTD presentation to Bienvenidos Santa Fe Visitors, a part of the Santa Fe Chamber of Commerce, on April 2,
- Met with Santa Fe New Mexican to develop advertising program that will include two ads to run in the paper each month.
- KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in March excluding Saturdays and Sundays .
- KSWV 810-AM in Santa Fe, :30 sec spot ran 20 times in March as well as 30 :20 sec promos announcing RTD sponsorship of the NM Trivia question of the day during the 7:30 AM ½ hour.
- KTAOS 101.9 FM in Taos, 14 :30 sec radio spots ran each week in March.
- Two ads ran in March in the Rio Grande Sun, Los Alamos Monitor and the Taos News.
- Green Fire Times ¼ page ad ran in March issue.
  Chama Valley Times ¼ page ad ran in March issue.

SERVICE DEVELOPMENT

- February Ridership Report
- Represented the NCRTD at the NPRPO RTIPR prioritization meeting (@ Nambé Pueblo)
- Toured Nambé Pueblo with Lonnie Montoya, assessed potential service within the Pueblo
- Analyzed route 599 extensions along Highway 14, met with Director

Sedillo from Santa Fe Adult Detention Facility regarding possible NCRTD service expansion in area; created potential routing options and met with Anthony Mortillaro and Mike Kelly to discuss

- Created first draft of NCRTD Maintenance Facility design RFP
- Facilitated Tribal Subcommittee meeting; discussed MAP-21 and Tribal funding concerns, distributed NCRTD coloring books and crayons to Tribal representatives
- Promoted the NCRTD at Transportation Day at the Capitol
- Assessed possible bus stop locations in Alcalde, Velarde, Embudo clinic
- Created "DRIVER ALERT" form, will be used to notify drivers when there is a route specific change or update
- Coordinated a meeting with Colin Messner of the state Alternative Fuels Program to discuss alternative fuels and funding resources
- Attended multiple webinars on MAP-21, Title VI Policy
- Created first draft of MOA/MOU with Santa Clara
- Registered to attend the NMPTA Conference in Santa Fe
- Reviewed and prepared for signatures the NCRTD FY13 Certifications and Assurances, mailed to NMDOT

OPERATIONS

- Work on developing route efficiencies/driver bid/overtime reduction project
- Meet with executive director, grants/service development specialist and S. F. County with Pablo Sedillo Jr. to discuss future transit enhancements on Hwy 14
- Recruit, hire, train drivers new drivers;

Performance Measures

for

Fiscal Year 2013

February ‘13

Prepared by
Mike Kelly, Operations Manager and Gus Martinez, Fleet Manager

Performance Measures for Fiscal Year 2013

The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District's costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."
The report data collected is grouped into 3 areas: Administrative, Fleet and Customer Related:

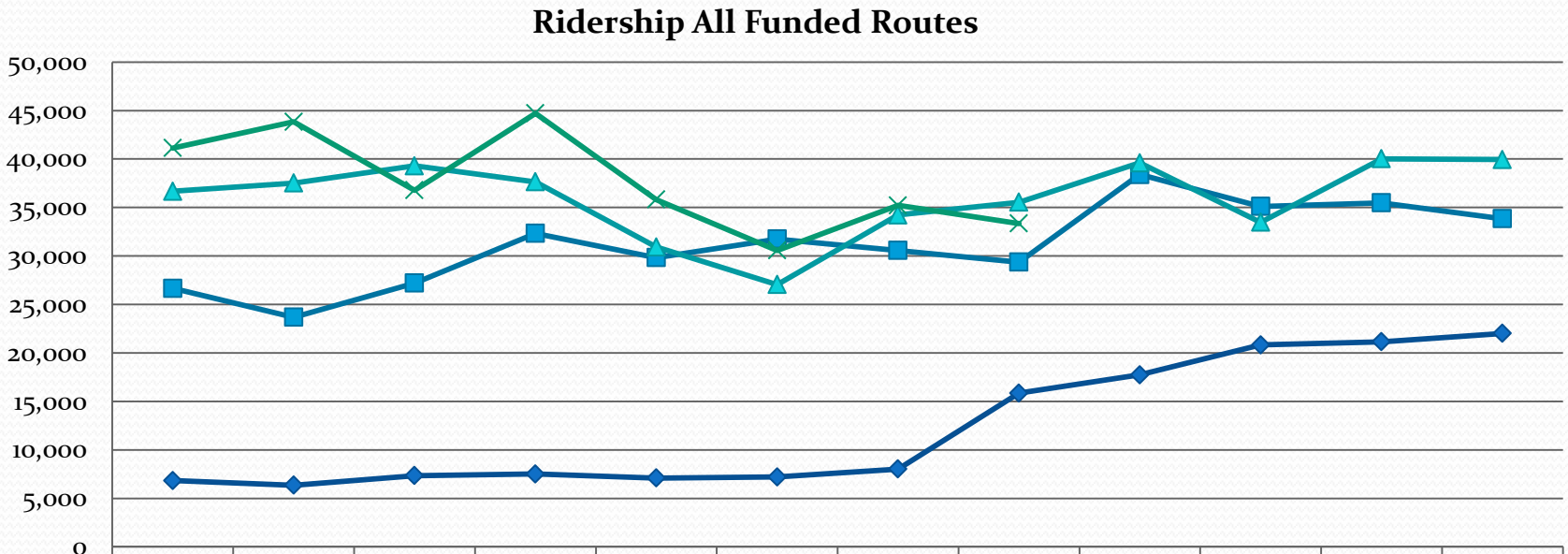
1. **Administrative:**
   - **A. Ridership, All Funded Routes**
   - **B. Ridership, NCRTD Operated Routes**
   - **C. Monthly Expenditures**
   - **D. Cost Per Mile**
   - **E. Cost Per Trip**
2. **Fleet:**
   - **A. Vehicle Back Up Ratio**
   - **B. Average Vehicle Age**
   - **C. Percentage of "On-Time" PM / Inspections**
   - **C. Accidents, Major/Minor Tracking**
3. **Customer Relations:**
   - **A. Complaints**
   - **B. Incidents**

The In-state/local comparable is Sandoval/Valencia Counties which are operated by the Rio Metro Regional Transit District. This benchmark/peer entity was chosen since they are within New Mexico and somewhat similar to rural transit service. The FTA benchmarking data used originates from the Rural Transit Fact Book 2012. The data is for 2010 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.

Performance Measure - Administrative:

Ridership Tracking of All NCRTD Funded Routes

Tracking ridership is the #1 way a public transportation agency can gauge its effectiveness of the service it provides. Ridership data for all routes funded by the NCRTD are collected by City of Santa Fe and Los Alamos County. This data is forwarded and combined with the data from the District's operated routes. These numbers are then compiled into a monthly ridership report. This measurement tracks the number of one way trips taken on all the routes within the district. This graph shows the NCRTD combined total ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand. Sandoval/Valencia counties are used local/in-state comparison benchmark, as they are similar in service but smaller in size: a two county service of the Rio Metro Transit District.



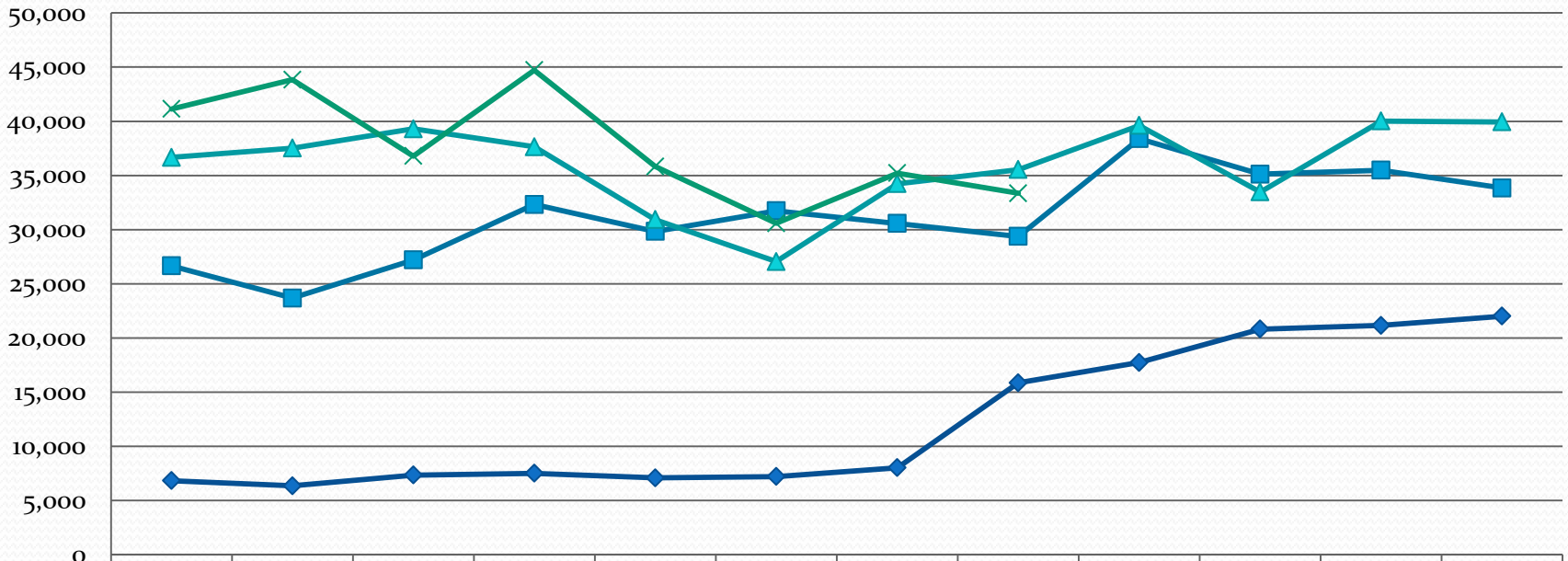
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 09-10	6,830	6,359	7,342	7,514	7,091	7,208	8,026	15,858	17,731	20,820	21,152	22,011
FY 10-11	26,655	23,679	27,202	32,325	29,835	31,743	30,570	29,368	38,395	35,114	35,480	33,845
FY 11-12	36,666	37,522	39,298	37,650	30,923	27,051	34,236	35,541	39,611	33,474	40,027	39,942
FY 12-13	41,135	43,836	36,784	44,720	35,825	30,576	35,214	33,352				

Performance Measure - Administrative:

Ridership Tracking of NCRTD Operated Routes

This ridership data is collected by the NCRTD drivers for all routes operated by the District. This includes 20 fixed and commuter routes as well as the demand response routes. Totaling the number of one way trips on NCRTD routes, allows staff to evaluate effectiveness and to ensure that the service is reaching areas in the district that have high demand for accessible mobility. Sandoval/Valencia counties were selected as a local/in-state comparison benchmark.

Ridership All Funded Routes



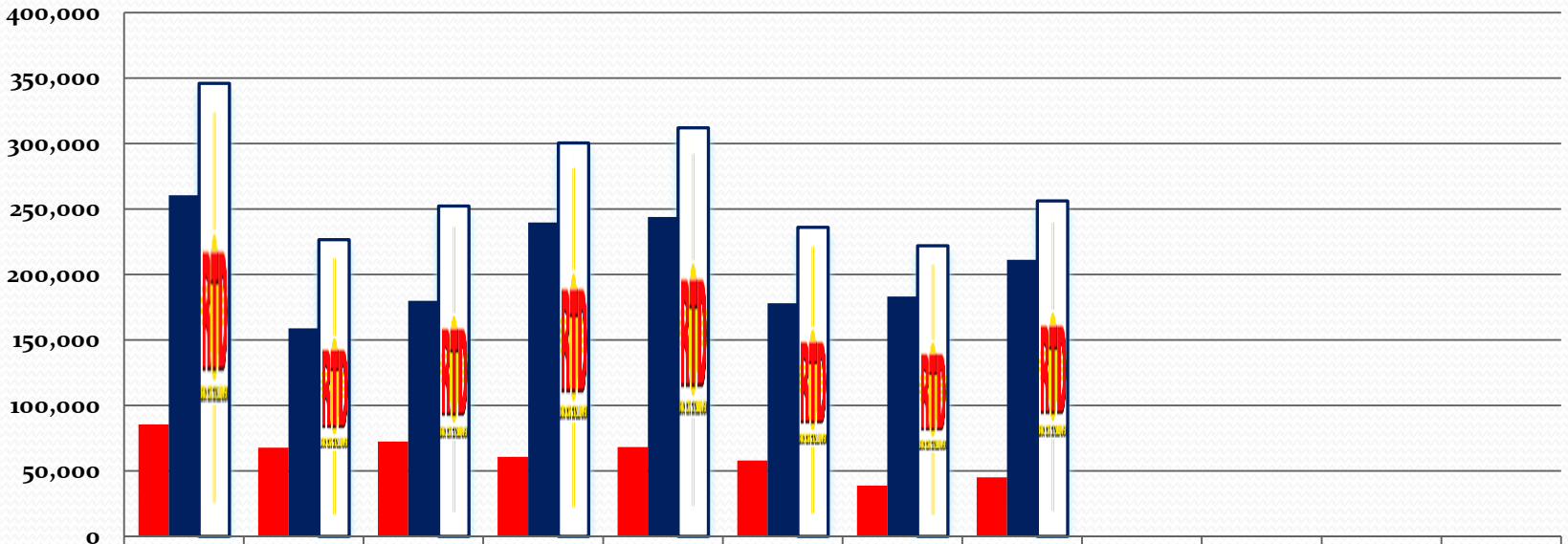
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 09-10	6,830	6,359	7,342	7,514	7,091	7,208	8,026	15,858	17,731	20,820	21,152	22,011
FY 10-11	26,655	23,679	27,202	32,325	29,835	31,743	30,570	29,368	38,395	35,114	35,480	33,845
FY 11-12	36,666	37,522	39,298	37,650	30,923	27,051	34,236	35,541	39,611	33,474	40,027	39,942
FY 12-13	41,135	43,836	36,784	44,720	35,825	30,576	35,214	33,352				

Performance Measure - Administrative:

Monthly Expenditures for Administrative and Operating

The NCRTD's Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the expenditures to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. Tracking the budget and monitoring operational costs allows management to target specific dollar amounts when creating future budgets and requesting federal funding from the NM Department of Transportation.

Monthly Expenditures FY 12-13

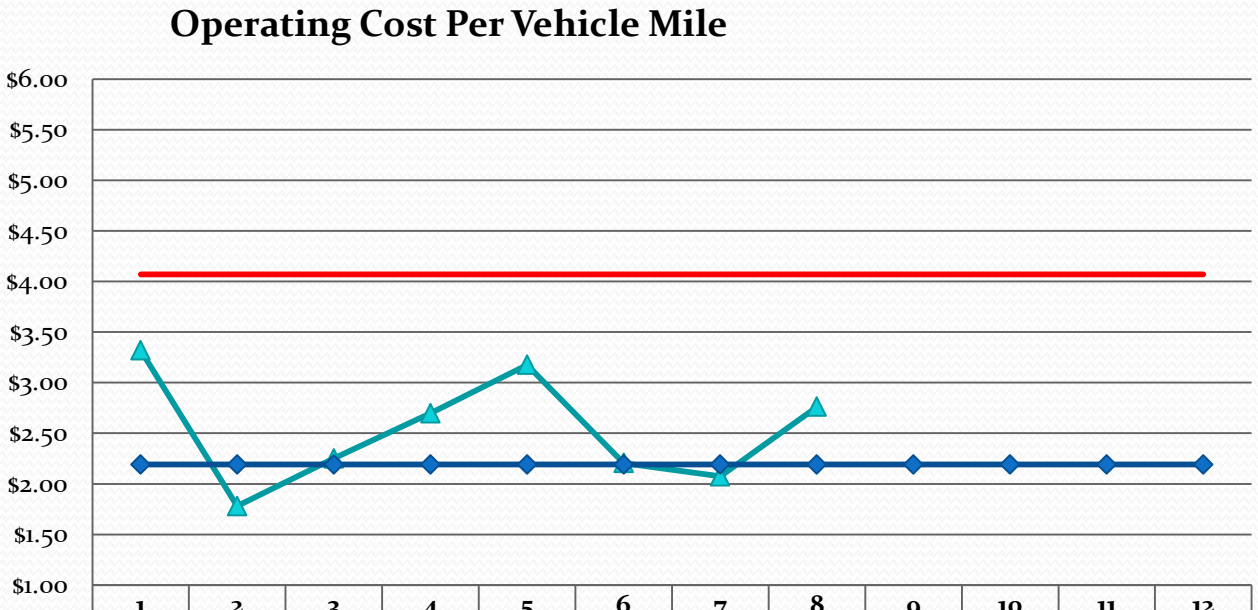


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Admin	$85,431	$67,751	$72,414	$60,747	$68,142	$57,883	$38,700	$44,995				
Operating	$260,498	$158,801	$179,834	$239,655	$243,827	$178,098	$183,217	$211,170				
Total	$345,929	$226,552	$252,248	$300,402	$311,969	$235,981	221917	256165				

Performance Measure - Administrative:

Operational Cost per Vehicle Mile

Cost per vehicle mile is the total operating costs per month in relation to the total vehicle miles per month traveled on NCRTD routes. The mileage data is logged daily for each route and compiled into a monthly report. Monthly operating costs are obtained from the Monthly Expenditures (chart above) and the number of miles travelled for NCRTD operated routes. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District's route operations. This measurement is a beneficial tool for the planning and operation's departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per mile vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties' annual average are used as a local/in state comparable benchmark, even though their system is smaller than NCRTD. Data from the 2012 Rural Transit Data Fact Book, specifically FTA's District 6 (our district) annual cost per mile is included as a benchmark.

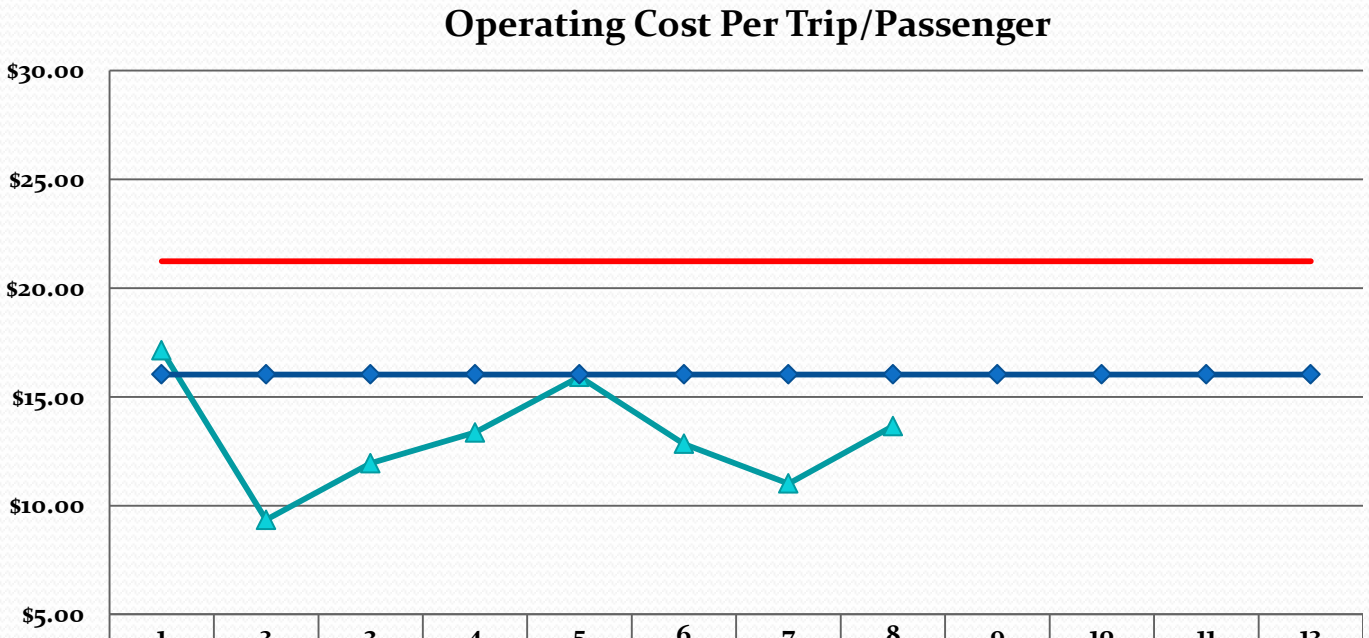


	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Mile	$3.32	$1.78	$2.25	$2.70	$3.18	$2.20	$2.07	$2.76				
Sandoval/Valencia	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07
Region 6 Total Cost Per Mile	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19

Performance Measure - Administrative:

Operating Cost per Trip

When transit data is collected, passengers, riders and rides are counted and referred to as "trips." One passenger can generate several trips in a day, and these are counted individually. Example, a particular rider may board in Questa (1 trip) and transfer to the Taos to Espanola bus (1 trip) and again transfer to the Santa Fe bus in Espanola (1 trip) for a total of three trips. The cost per trip is computed on a monthly basis by dividing the monthly operating costs from the Monthly Expenditures (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties' annual average are used as a local/in state comparable benchmark, even though their system is smaller than the NCRTD. Data from the 2012 Rural Transit Data Fact Book, specifically FTA's District 6 (our district) annual cost per trip is included as a benchmark.

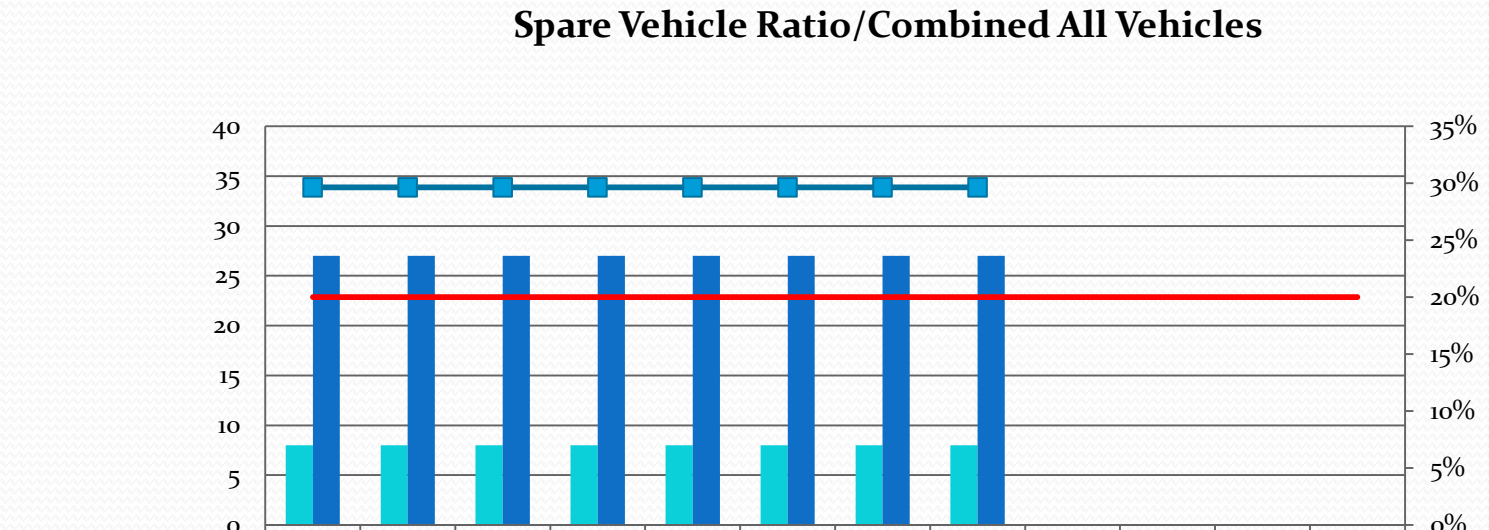


	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Trip	$17.14	$9.34	$11.95	$13.36	$15.92	$12.84	$11.01	$13.65				
Sandoval/Valencia	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24
Region 6 Total Cost Per Trip	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03

Performance Measure - Fleet:

Spare Vehicle Ratio/Combined all Vehicles

FTA defines the spare ratio as the percentage of spare vehicles in comparison to the number of vehicles required for annual maximum service. Recommended FTA spare vehicle ratio is 20% for fleets over 50 vehicles. NCRTD's fleet totals 35 and is exempt from this guideline but it is a good benchmark to keep in place. With an annual maximum service of 27 and a backup fleet of 8, the backup ratio is 30%. This higher number is needed and reasonable due to the variety of passenger seating requirements for specific routes throughout the District. These backup vehicles ensure consistent coverage of all routes when vehicles are off line due to routine maintenance or unexpected breakdowns.

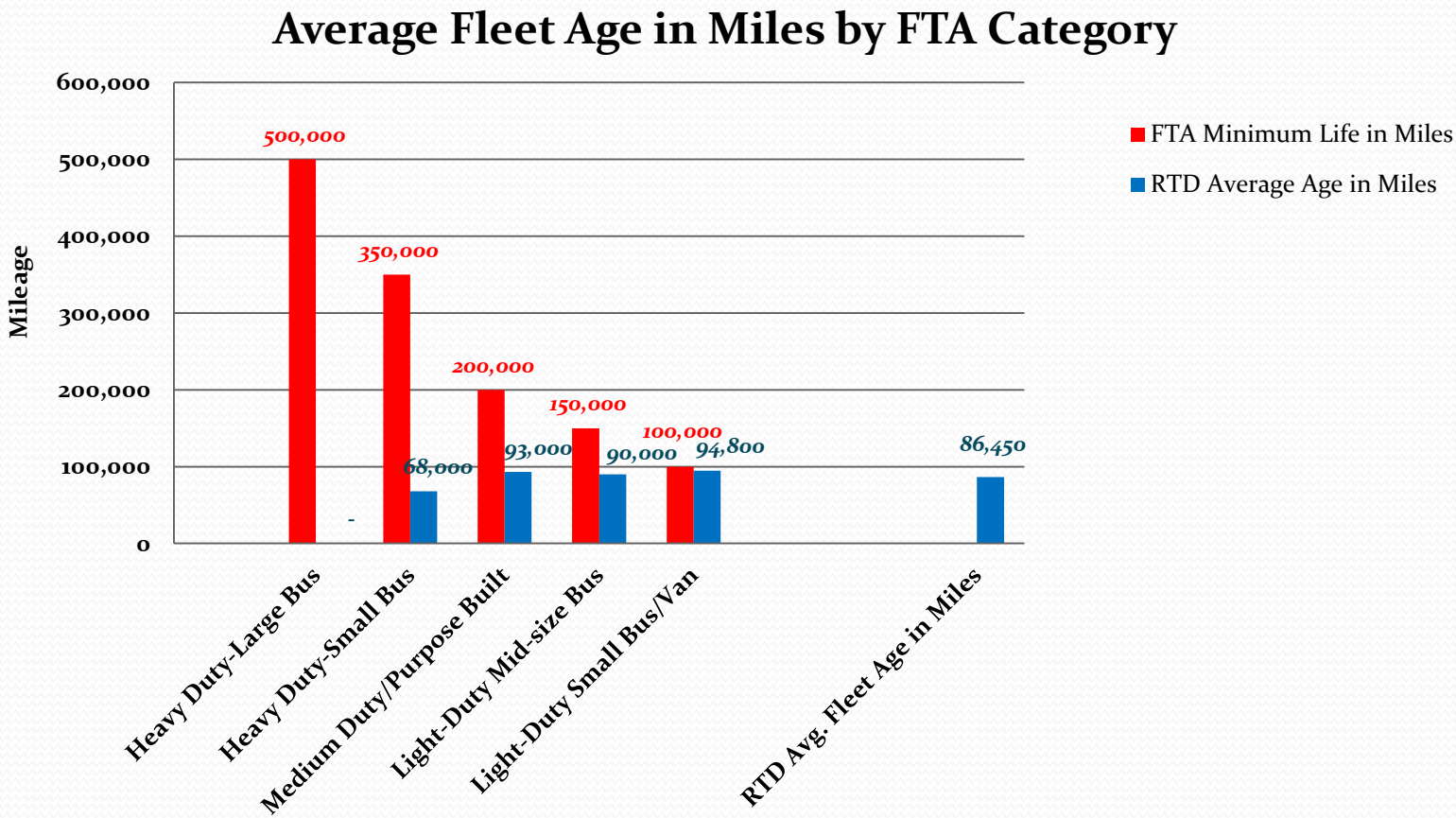


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Spare Vehicles	8	8	8	8	8	8	8	8				
# Needed to run	27	27	27	27	27	27	27	27				
Spare Ratio	29.63%	29.63%	29.63%	29.63%	29.63%	29.63%	29.63%	29.63%				
Recommended	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%

Performance Measure - Fleet:

Average Fleet Age

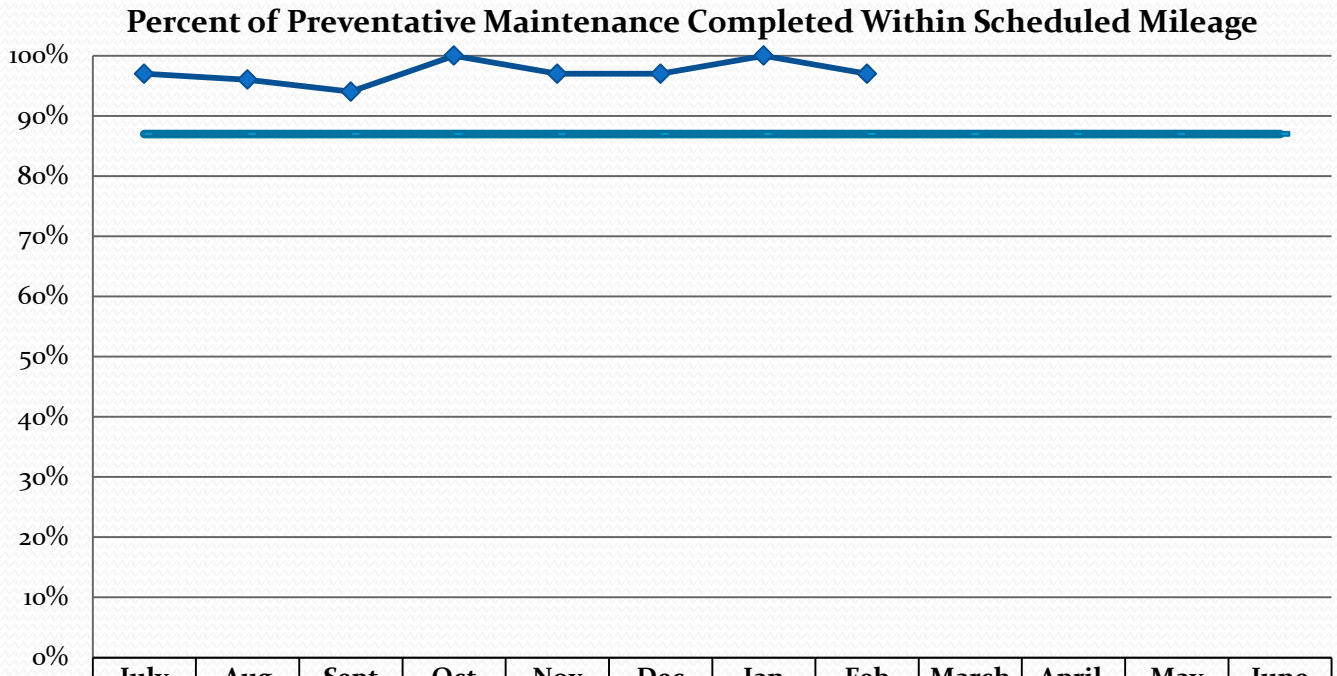
The FTA allows the use of years or mileage to attain usable life. The District uses mileage rather than the year of manufacture because of the large area of the district and the high number of miles traveled on an annual basis. This compares the age of specific kind of vehicles by mileage in accordance to the FTA guidelines. This is useful in fleet replacement planning. The numbers will vary month to month as mileages increase and old vehicles are replaced by new.



Performance Measure - Fleet:

Percentage of "On-Time" PM / Inspections

The federal benchmark for the percentage of "on-time" preventative maintenance (PMs) and inspections for the fleet is 87%. Inspections are required to be conducted within certain mileage timeframe by vehicle manufacturers for the various sizes of vehicles. Manufacturer's recommended maintenance schedules may range in mileage due to the component makeup of a particular vehicle. The FTA recommends they be conducted within the manufacturer's recommended maintenance schedule. However, as a sub recipient of NMDOT we are allowed varied standards as approved by NMDOT. With the variety of sizes and component makeup of District vehicles, we have determined and hold to a standard of 5000 mile intervals for the entire fleet. This ensures frequent safety inspections and PM services at reasonable intervals that result in a more dependable and safer fleet. This data is collected and tracked by the Fleet Maintenance Manager.

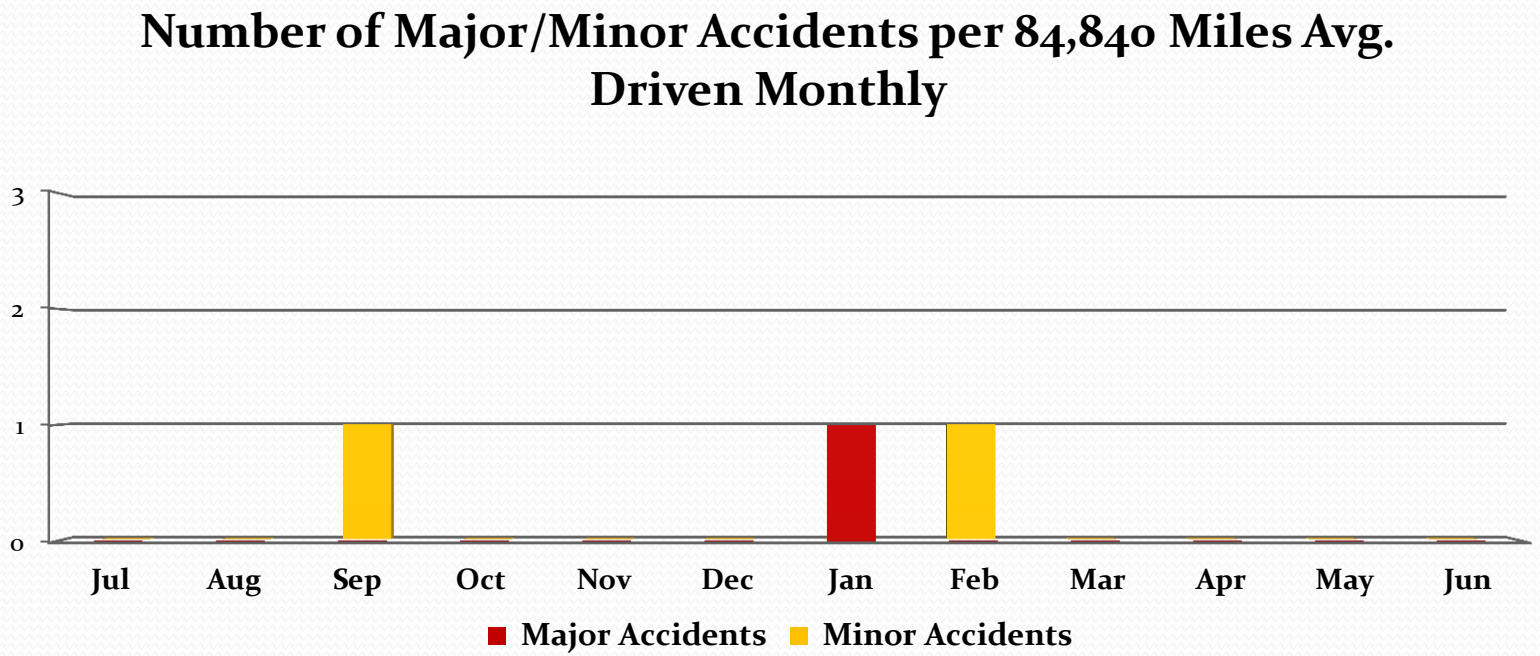


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY 12-13 RTD Maintenance	97	96	94	100	97	97	100	97				
FTA Recommendation	87	87	87	87	87	87	87	87	87	87	87	87

Performance Measure - Fleet:

Accidents per Month

This measurement shows us how many accidents occur within a month and to what frequency they occur. These are logged as minor or major accidents. A minor accident for example, is one where a driver hits a stationary object while backing but there is minimal damage. A major accident is one where there may be significant damage and/or injury, and a FTA Post accident drug screen is required. All accidents are reported to the Operations and Maintenance Manager to decide on what corrective action needs to be taken. There are established internal reporting and follow up procedures. All accidents, major or minor, are investigated and documented, and dealt with accordingly by the operations management team. As a result, disciplinary measures and/or driver re-training may be required by the outcome of the investigation.



Last Minor Accident - February 19, 2013	**Miles Driven since last Minor Accident - 28,280**
Last Major Accident - January 23, 2013	**Miles Driven since last Major Accident - 105,040**

Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorize by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

Complaints–

1. A passenger from Stanley complimented on the overall service but had issue that they had missed the bus to return back from the Santa Fe Hospital stop later in the day.
2. A passenger caught up with Taos bus and complained to him that he did not stop at the OK Stop and pick him up/ Driver said he did stop because he picked up 2 passengers who were still on the bus .

FY 12-13 Number of Complaints

	Total	Scheduling Errors	Driver Performance	Against other Passengers	Miscellaneous*	Percent VS Ridership
July	9	2	4	3	0	0.06%
August	4	1	3	0	0	0.02%
Sept	5	0	5	0	0	0.03%
Oct	6	4	2	0	0	0.02%
Nov	8	5	3			0.05%
Dec	5		5			0.04%
January	3		2	1		0.02%
Feb	3	1	2			0.02%
March	0					
April	0					
May	0					
June	0					
	0					
Total	43	13	26	4	0	

*Miscellaneous - i.e. vehicle operation/type, route design, route schedule

Performance Measure – Customer Relations:

Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager on a monthly basis. Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Maintenance Manager. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

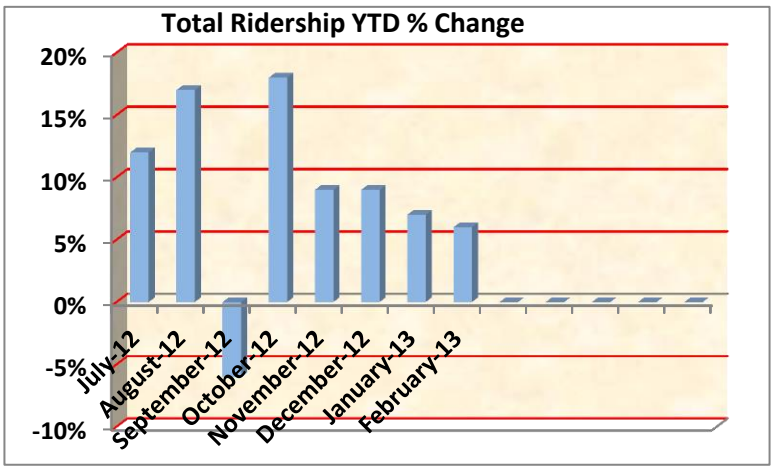
1. Passenger caught drinking alcohol on the bus, passenger exited the bus.
2. In Cebolla, passenger tried to board with open can of beer, denied ride.
3. Driver found syringe in back of bus when cleaning.
4. Passenger ran to bus and fell down out of breath upon boarding. Driver asked if ok, he was and wanted to continue trip. Passenger regained composure.
5. Bus was full on river side drive with 1passenger denied. He was traveling with companion and both decided to walk.
6. Passenger missed the Westside bus earlier and at the Triple S stop saw the bus and proceeded to verbally abuse the driver.
7. El Rito bus passenger was jumping from seat to seat. After 2 warnings from driver, driver had to ask the passenger to disembark.
8. Passenger wanted off at the light at Dream Catcher Theatre. Non-designated stop, passenger verbally abused the driver and got off at next stop.
9. Pick up truck tried to force merge into traffic by bus northbound from Santa Fe. Unable to allow room in lane, Truck tailgated bus for some distance.
10. Man went unconscious at the Galina turnoff stop, driver called in and the man came to and said he was ok. Driver said he was good and continued. He started to has problems again. Driver drove him to clinic in Abiquiu. Later picked man up on return…he said did have some heart symptoms and was released and thanked the driver for getting him help.

FY 12-13 Number of Customer Incidents

	Total	Between Driver and Non Rider	Between Riders	Between Driver and Rider	Single Passenger Situation	Percent VS Ridership
July	6	2	4	0	0	0.04%
Aug	9	0	4	5	0	0.05%
Sept	8	0	0	0	8	0.05%
Oct	14	8	3	3	0	0.08%
Nov	8	1	1	5	1	0.05%
Dec	8		1	7		0.06%
Jan	4		1	3		0.02%
Feb	10	1		7	2	0.06%
March	0					
April	0					
May	0					
June	0					
Total	23	2	8	5	8	

NCRTD Monthly Ridership Summary

February 1, 2013 thru February 28, 2013



Calendar Operating Days

	This Year
Jul-12	21
Aug-12	23
Sep-12	19
Oct-12	22
Nov-12	19
Dec-12	20
Jan-13	22
Feb-13	19

Monthly System Totals					Year to Date Totals			
	This Year	Last Year	Difference	%Change	This Year	Last Year	Difference	%Change
NCRTD Operated	15,471	17,071	-1,600	-10%	126,309	124,182	2,127	**2%**
NCRTD Funded	17,881	18,470	-589	-3%	301,922	278,887	23,035	**8%**
All Systems Funded Total	33,352	35,541	-2,189	-6%	428,231	403,069	25,162	6%

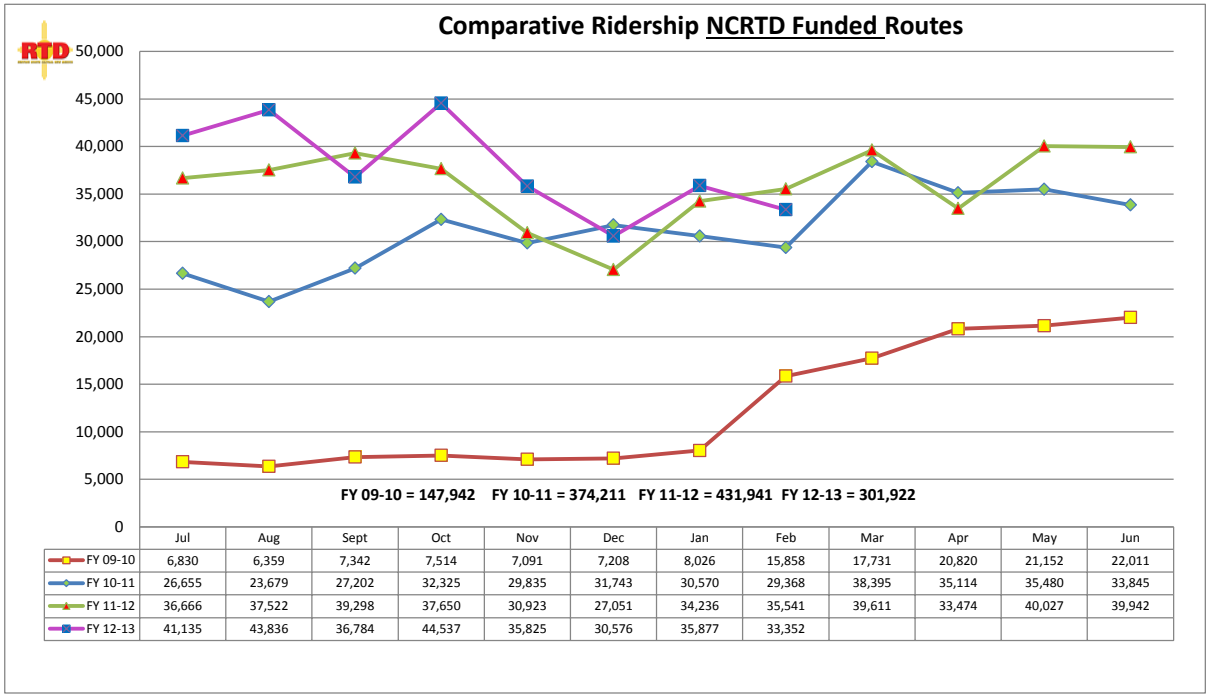
System Daily Averages

	This Year	Last Year	Difference	% Change
NCRTD Operated	814	898	-84	-10%
NCRTD Funded	941	972	-31	1%
Systems Total	1755	1870	-115	-7%

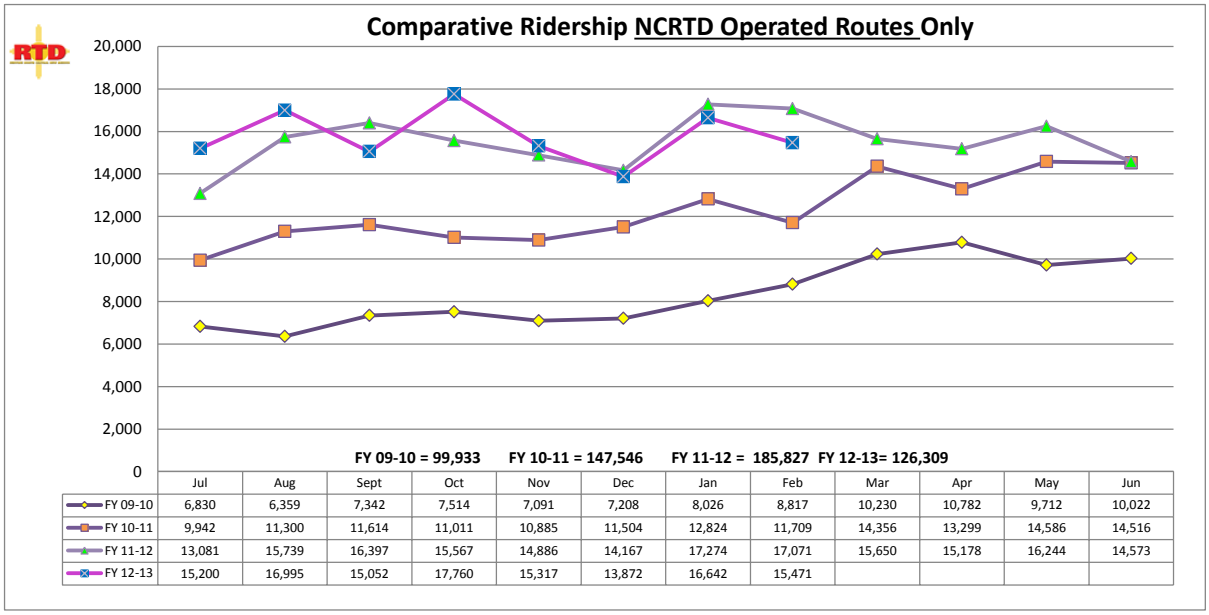
Total Ridership YTD % Change

July-12	12%
August-12	17%
September-12	-6%
October-12	18%
November-12	9%
December-12	9%
January-13	7%
February-13	6%

Feb-2013
Ridership Report

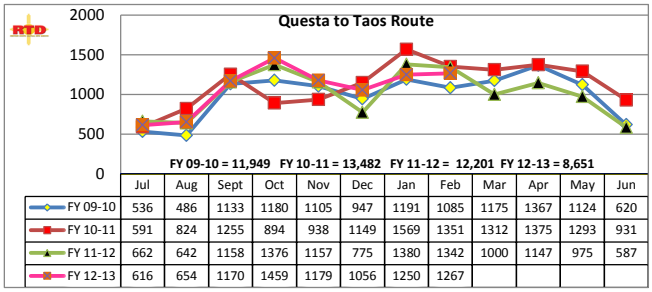


	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	6,830	6,359	7,342	7,514	7,091	7,208	8,026	15,858	17,731	20,820	21,152	22,011
FY 10-11	26,655	23,679	27,202	32,325	29,835	31,743	30,570	29,368	38,395	35,114	35,480	33,845
FY 11-12	36,666	37,522	39,298	37,650	30,923	27,051	34,236	35,541	39,611	33,474	40,027	39,942
FY 12-13	41,135	43,836	36,784	44,537	35,825	30,576	35,877	33,352				



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	6,830	6,359	7,342	7,514	7,091	7,208	8,026	8,817	10,230	10,782	9,712	10,022
FY 10-11	9,942	11,300	11,614	11,011	10,885	11,504	12,824	11,709	14,356	13,299	14,586	14,516
FY 11-12	13,081	15,739	16,397	15,567	14,886	14,167	17,274	17,071	15,650	15,178	16,244	14,573
FY 12-13	15,200	16,995	15,052	17,760	15,317	13,872	16,642	15,471				

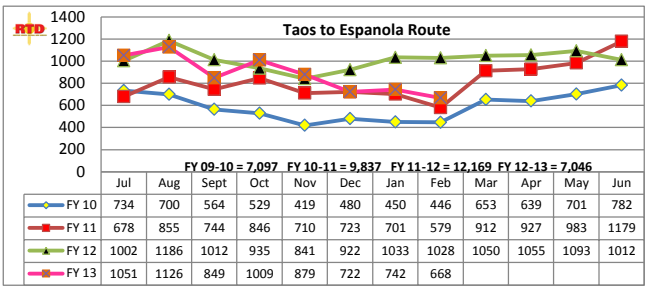
Questa to Taos Route



FY 09-10 = 11,949 FY 10-11 = 13,482 FY 11-12 = 12,201 FY 12-13 = 8,651

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	536	486	1133	1180	1105	947	1191	1085	1175	1367	1124	620
FY 10-11	591	824	1255	894	938	1149	1569	1351	1312	1375	1293	931
FY 11-12	662	642	1158	1376	1157	775	1380	1342	1000	1147	975	587
FY 12-13	616	654	1170	1459	1179	1056	1250	1267				

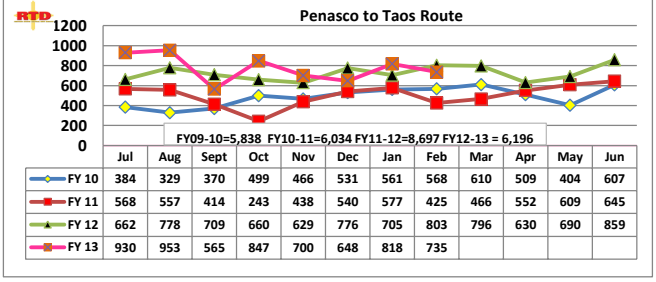
Taos to Espanola Route



FY 09-10 = 7,097 FY 10-11 = 9,837 FY 11-12 = 12,169 FY 12-13 = 7,046

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	734	700	564	529	419	480	450	446	653	639	701	782
FY 11	678	855	744	846	710	723	701	579	912	927	983	1179
FY 12	1002	1186	1012	935	841	922	1033	1028	1050	1055	1093	1012
FY 13	1051	1126	849	1009	879	722	742	668				

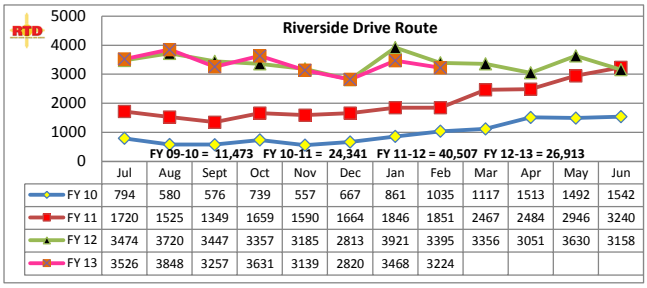
Penasco to Taos Route



FY09-10=5,838 FY10-11=6,034 FY11-12=8,697 FY12-13 = 6,196

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	384	329	370	499	466	531	561	568	610	509	404	607
FY 11	568	557	414	243	438	540	577	425	466	552	609	645
FY 12	662	778	709	660	629	776	705	803	796	630	690	859
FY 13	930	953	565	847	700	648	818	735				

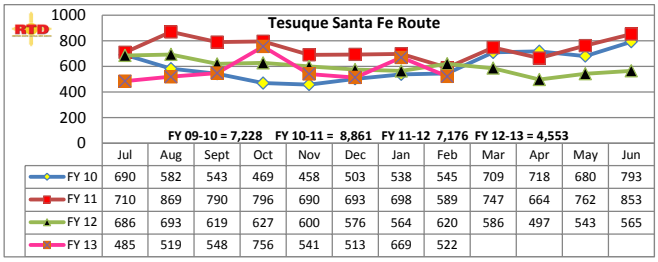
Riverside Drive Route



FY 09-10 = 11,473 FY 10-11 = 24,341 FY 11-12 = 40,507 FY 12-13 = 26,913

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	794	580	576	739	557	667	861	1035	1117	1513	1492	1542
FY 11	1720	1525	1349	1659	1590	1664	1846	1851	2467	2484	2946	3240
FY 12	3474	3720	3447	3357	3185	2813	3921	3395	3356	3051	3630	3158
FY 13	3526	3848	3257	3631	3139	2820	3468	3224				

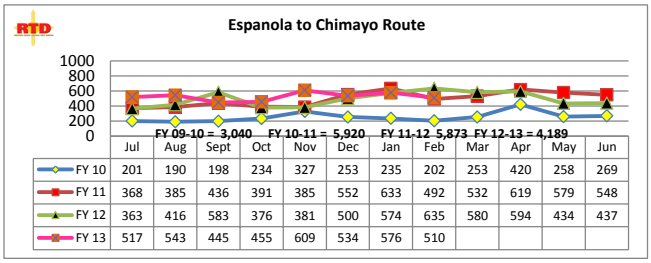
Tesuque Santa Fe Route



FY 09-10 = 7,228 FY 10-11 = 8,861 FY 11-12 7,176 FY 12-13 = 4,553

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	690	582	543	469	458	503	538	545	709	718	680	793
FY 11	710	869	790	796	690	693	698	589	747	664	762	853
FY 12	686	693	619	627	600	576	564	620	586	497	543	565
FY 13	485	519	548	756	541	513	669	522				

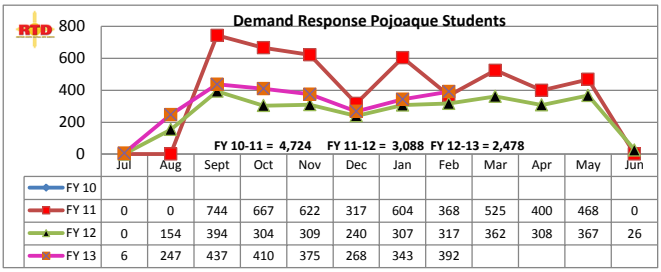
Espanola to Chimayo Route



FY 09-10 = 3,040 FY 10-11 = 5,920 FY 11-12 5,873 FY 12-13 = 4,189

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	201	190	198	234	327	253	235	202	253	420	258	269
FY 11	368	385	436	391	385	552	633	492	532	619	579	548
FY 12	363	416	583	376	381	500	574	635	580	594	434	437
FY 13	517	543	445	455	609	534	576	510				

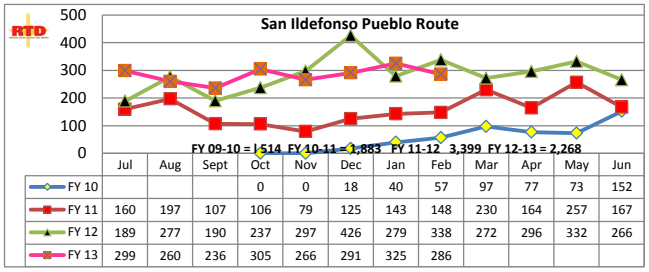
Demand Response Pojoaque Students



FY 10-11 = 4,724 FY 11-12 = 3,088 FY 12-13 = 2,478

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10												
FY 11	0	0	744	667	622	317	604	368	525	400	468	0
FY 12	0	154	394	304	309	240	307	317	362	308	367	26
FY 13	6	247	437	410	375	268	343	392				

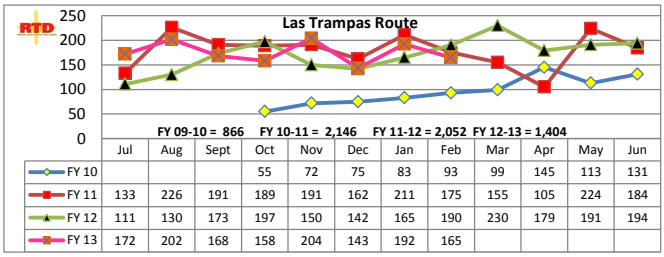
San Ildefonso Pueblo Route



FY 09-10 = I 514 FY 10-11 = 1,883 FY 11-12 3,399 FY 12-13 = 2,268

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10				0	0	18	40	57	97	77	73	152
FY 11	160	197	107	106	79	125	143	148	230	164	257	167
FY 12	189	277	190	237	297	426	279	338	272	296	332	266
FY 13	299	260	236	305	266	291	325	286				

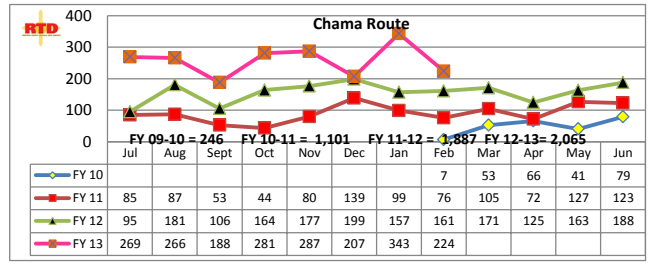
Las Trampas Route



FY 09-10 = 866 FY 10-11 = 2,146 FY 11-12 = 2,052 FY 12-13 = 1,404

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10				55	72	75	83	93	99	145	113	131
FY 11	133	226	191	189	191	162	211	175	155	105	224	184
FY 12	111	130	173	197	150	142	165	190	230	179	191	194
FY 13	172	202	168	158	204	143	192	165				

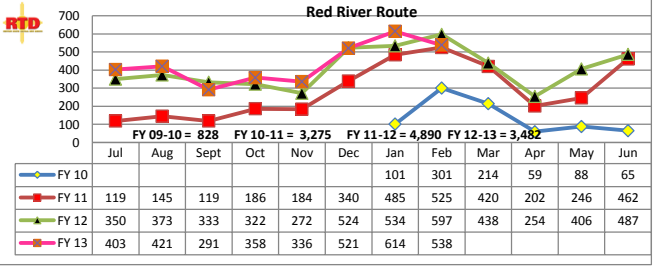
Chama Route



FY 09-10 = 246 FY 10-11 = 1,101 FY 11-12 = 1,887 FY 12-13= 2,065

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10								7	53	66	41	79
FY 11	85	87	53	44	80	139	99	76	105	72	127	123
FY 12	95	181	106	164	177	199	157	161	171	125	163	188
FY 13	269	266	188	281	287	207	343	224				

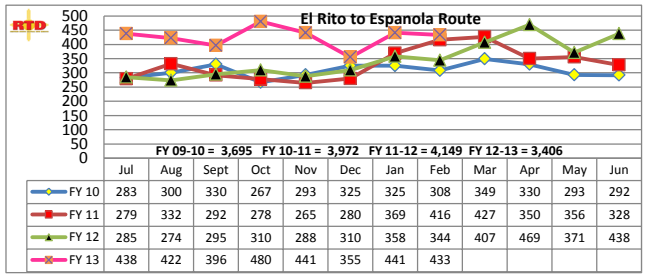
Red River Route



FY 09-10 = 828 FY 10-11 = 3,275 FY 11-12 = 4,890 FY 12-13 = 3,482

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10							101	301	214	59	88	65
FY 11	119	145	119	186	184	340	485	525	420	202	246	462
FY 12	350	373	333	322	272	524	534	597	438	254	406	487
FY 13	403	421	291	358	336	521	614	538				

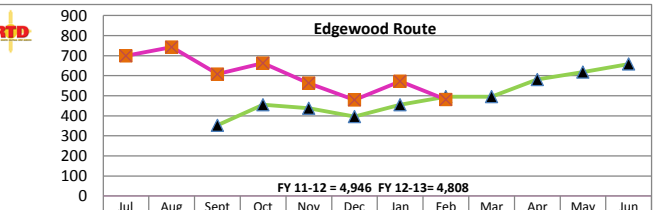
El Rito to Espanola Route



FY 09-10 = 3,695 FY 10-11 = 3,972 FY 11-12 = 4,149 FY 12-13 = 3,406

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	283	300	330	267	293	325	325	308	349	330	293	292
FY 11	279	332	292	278	265	280	369	416	427	350	356	328
FY 12	285	274	295	310	288	310	358	344	407	469	371	438
FY 13	438	422	396	480	441	355	441	433				

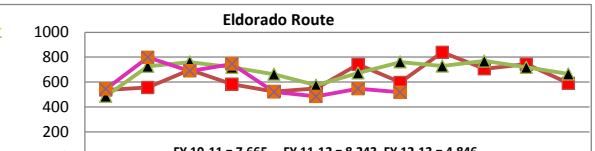
Edgewood Route



FY 11-12 = 4,946 FY 12-13= 4,808

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 11-12			353	455	438	396	455	496	496	581	618	658
FY 12-13	699	743	608	663	563	479	572	481				

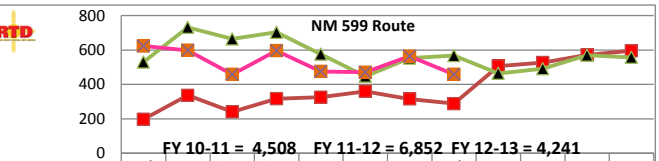
Eldorado Route



FY 10-11 = 7,665 FY 11-12 = 8,243 FY 12-13 = 4,846

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10												
FY 11	536	556	699	582	524	549	741	597	839	707	744	590
FY 12	486	726	761	718	663	574	673	761	729	769	718	665
FY 13	544	799	689	745	521	484	546	518				

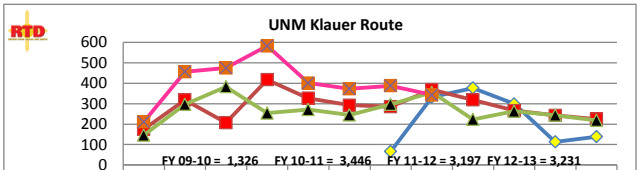
NM 599 Route



FY 10-11 = 4,508 FY 11-12 = 6,852 FY 12-13 = 4,241

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09 10												
FY 10-11	197	336	241	317	325	360	315	288	507	527	572	595
FY 11-12	530	732	664	703	575	447	553	567	464	491	569	557
FY 12-13	623	598	458	596	475	470	563	458				

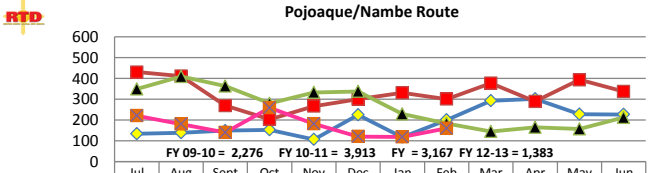
UNM Klauer Route



FY 09-10 = 1,326 FY 10-11 = 3,446 FY 11-12 = 3,197 FY 12-13 = 3,231

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10							66	332	377	299	113	139
FY 10-11	174	319	207	418	327	293	286	369	319	266	243	225
FY 11-12	146	297	383	254	271	245	297	356	223	263	244	218
FY 12-13	211	457	475	583	401	373	388	343				

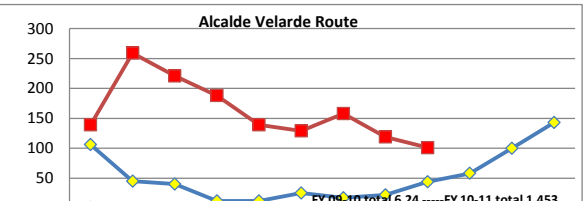
Pojoaque/Nambe Route



FY 09-10 = 2,276 FY 10-11 = 3,913 FY = 3,167 FY 12-13 = 1,383

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	134	139	149	153	107	225	118	201	293	302	228	227
FY 10-11	431	412	269	204	267	300	331	301	378	289	394	337
FY 11-12	350	410	364	280	333	338	229	184	145	165	157	212
FY 12-13	221	181	140	259	182	121	119	160				

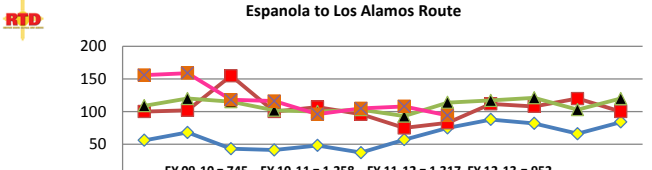
Alcalde Velarde Route



FY 09-10 total 6,24 -----FY 10-11 total 1,453

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	106	45	40	12	12	25	17	22	44	58	100	143
FY 10-11	139	259	221	188	139	129	158	119	101			
FY 11-12	1											

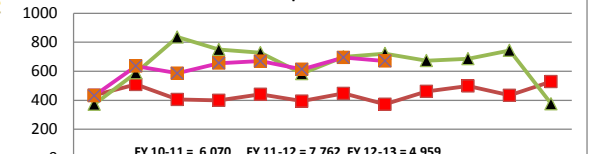
Espanola to Los Alamos Route



FY 09-10 = 745 FY 10-11 = 1,258 FY 11-12 = 1,317 FY 12-13 = 952

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	56	68	43	41	48	37	57	75	88	82	66	84
FY 10-11	100	102	155	100	107	96	75	83	112	108	120	100
FY 11-12	109	120	115	102	100	103	93	114	117	121	103	120
FY 12-13	156	159	118	116	96	105	108	94				

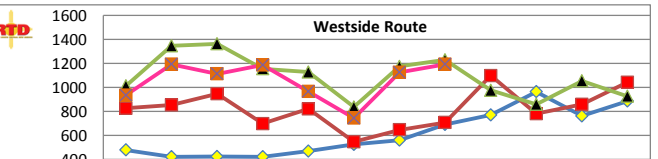
Demand Response Route



FY 10-11 = 6,070 FY 11-12 = 7,762 FY 12-13 = 4,959

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10												
FY 11	435	509	405	400	441	394	447	372	461	499	434	529
FY 12	373	589	836	750	728	584	699	722	674	687	744	376
FY 12-13	432	636	586	656	670	613	695	671				

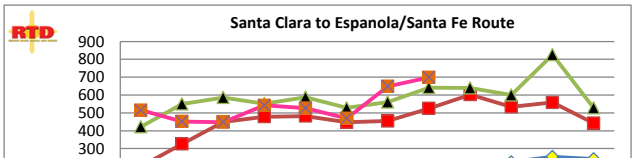
Westside Route



FY 09-10 = 7,376 FY 10-11 = 9,828 FY 11-12 = 13,062 FY 12-13 = 8,457

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	479	423	424	423	469	525	561	690	770	964	762	886
FY 10-11	826	854	947	698	821	547	647	708	1098	781	859	1042
FY 11-12	1013	1346	1363	1156	1128	837	1175	1230	975	859	1054	926
FY 12-13	936	1193	1113	1186	966	745	1125	1193				

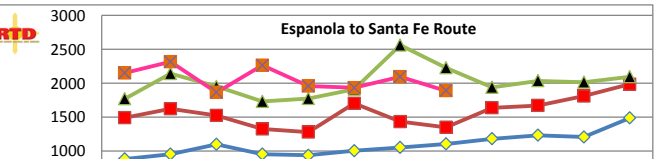
Santa Clara to Espanola/Santa Fe Route



FY 09-10 = 2,117 FY 10-11 = 5,501 FY 11-12 = 7,022 FY 12-13 = 4,302

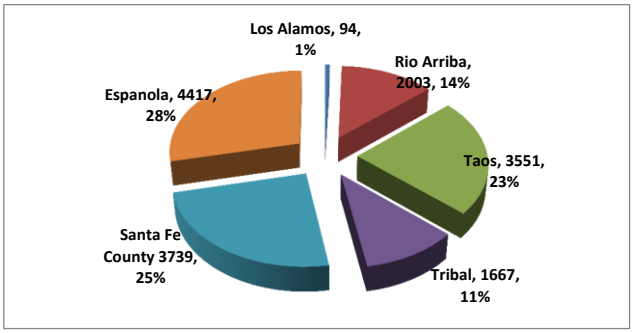
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	175	159	176	103	165	182	152	127	156	225	255	242
FY 10-11	201	326	450	479	482	447	454	525	602	534	558	443
FT 11-12	422	550	586	552	588	528	560	642	640	600	826	528
FY 12-13	515	452	448	542	527	470	649	699				

Espanola to Santa Fe Route



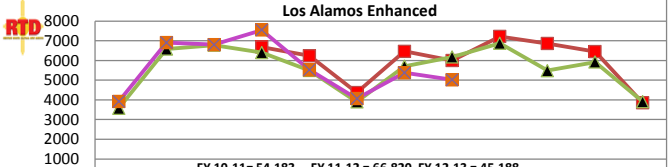
FY 09-10 = 13,121 FY 10-11 = 18,853 FY 11-12 = 24,170 FY 12-13 = 16,479

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	886	956	1102	957	939	1005	1056	1106	1182	1235	1208	1489
FY 10-11	1492	1625	1526	1326	1280	1705	1435	1352	1641	1674	1812	1986
FY 11-12	1773	2144	1953	1732	1776	1912	2563	2229	1939	2037	2016	2096
FY 12-13	2151	2316	1867	2265	1960	1934	2096	1890				



NCRTD Funded Routes - Member Operated

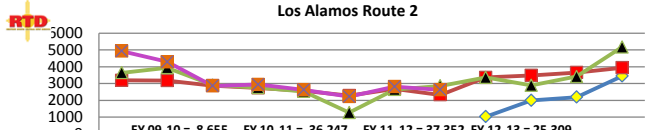
Los Alamos Enhanced



FY 10-11= 54,183 FY 11-12 = 66,820 FY 12-13 = 45,188

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10												
FY 11				6689	6247	4371	6470	5999	7225	6862	6459	3861
FY 12	3576	6579	6785	6403	5492	3899	5711	6178	6875	5487	5922	3913
FY 13	3920	6907	6809	7549	5529	4072	5381	5021				

Los Alamos Route 2

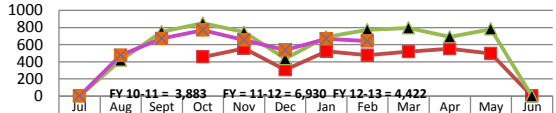


FY 09-10 = 8,655 FY 10-11 = 36,247 FY 11-12 = 37,352 FY 12-13 = 25,309

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10									1023	1992	2191	3449
FY 11	3185	3172	2877	2732	2561	2278	2684	2323	3357	3487	3652	3939
FY 12	3640	3946	2903	2755	2523	1264	2641	2856	3356	2884	3413	5171
FY 13	4936	4294	2859	2937	2628	2217	2808	2630				

Los Alamos Route 11 formerly route 10

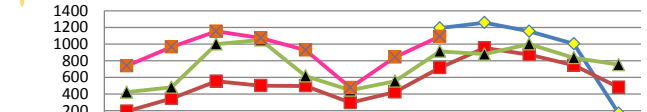
June-Route 10 didn't run due to fire



FY 10-11 = 3,883 FY = 11-12 = 6,930 FY 12-13 = 4,422

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10												
FY 11				456	556	307	523	476	517	552	496	0
FY 12	0	417	750	850	745	436	690	774	796	690	782	0
FY 13	0	477	672	771	655	536	669	642				

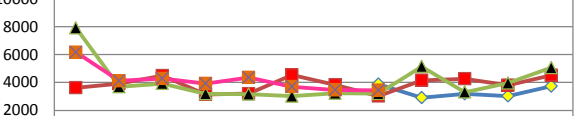
Santa Fe Route 22



FY 09-10 = 4,779 FY 10-11 = 6,580 FY 11-12 = 8,950 FY 12-13 =7,272

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10								1194	1260	1154	1003	168
FY 11	192	345	554	501	497	295	424	717	954	874	746	481
FY 12	421	481	1001	1050	616	446	554	913	879	1002	835	752
FY 13	739	965	1155	1074	928	475	844	1092				

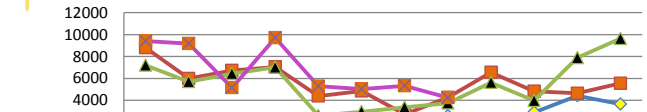
Santa Fe Route 2



FY 09-10 = 16,726 FY 10-11 = 46,512 FY 11-12 = 48,773 FY 12-13 = 33,433

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10								3874	2906	3180	3032	3734
FY 11	3618	3920	4482	3151	3200	4538	3827	3032	4160	4260	3799	4525
FY 12	7894	3691	3927	3188	3169	3016	3229	3200	5137	3309	3956	5057
FY 13	6160	4116	4276	3929	4348	3700	3457	3447				

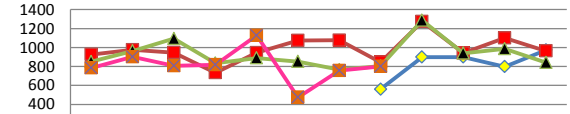
Santa Fe Pick Up



FY 09-10 = 15,005 FY 10-11 = 66,394 FY 11-12 = 66,180 FY 12-13 = 53,332

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10								2600	1413	2912	4416	3664
FY 10-11	8791	5981	6728	7050	4388	4857	2741	4266	6552	4839	4642	5559
FY 11-12	7203	5705	6440	7002	2602	2967	3371	3755	5630	3984	7887	9634
FY 12-13	9395	9180	5153	9699	5292	5046	5319	4248				

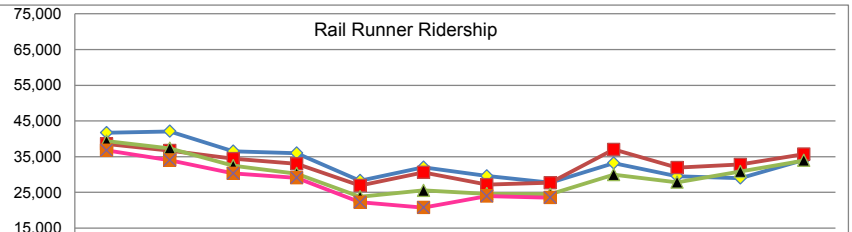
Santa Fe Route 4



FY 09-10 = 4,779 FY 10-11 = 11,805 FY 11-12 = 11,116 FY 12-13 = 6,474

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10								560	899	900	798	974
FY 11	927	976	947	734	945	1074	1077	846	1274	941	1100	964
FY 12	851	964	1095	835	890	853	766	804	1288	940	988	842
FY 13	785	902	808	818	1128	475	757	801				

Rail Runner Ridership



FY 09-10 = 399,569 FY 10-11 = 392,239 FY 11-12 = 360,076 FY 12-13 = 220,473

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY 10	41,677	42,080	36,505	35,967	28,279	32,047	29,579	27,664	33,194	29,518	28,996	34,063
FY 11	38,531	36,703	34,401	32,975	26,868	30,572	27,141	27,667	37,001	31,874	32,804	35,702
FY 12	39,322	37,307	32,420	30,251	23,730	25,517	24,593	24,466	29,909	27,813	30,816	33,932
FY 13	36,767	33,994	30,270	29,048	22,197	20,722	23,946	23,529				